



City of Cincinnati

801 Plum Street
Cincinnati, Ohio 45202

CALENDAR

Cincinnati City Council

Wednesday, April 30, 2025

2:00 PM

Council Chambers, Room 300

ROLL CALL

PRAYER AND PLEDGE OF ALLEGIANCE

FILING OF THE JOURNAL

MR. JOHNSON

1. [202500911](#) **RESOLUTION**, submitted by Councilmember Johnson, from Emily Smart Woerner, **RECOGNIZING** the Summit County Day Boys Basketball Program and **EXPRESSING** the appreciation of the Mayor and the Council of the City of Cincinnati for the Program's outstanding achievements during the 2024-2025 Season.

Recommendation PASS

Sponsors: Johnson

MR. JEFFREYS

2. [202500917](#) **RESOLUTION**, submitted by Councilmember Jeffreys, from Emily Smart Woerner, City Solicitor, **RECOGNIZING** the Urban Appalachian Council and its successor organization the Urban Appalachian Community Coalition and **EXPRESSING** the appreciation of the Mayor and Council for the Coalition's fifty years of advocacy and service for the citizens of Cincinnati.

Recommendation PASS

Sponsors: Jeffreys

CITY MANAGER

3. [202500850](#) **REPORT**, dated 4/30/2025, submitted by Sheryl M. M. Long, City Manager, regarding Special Event Permit Application for Kroger Hatch Chile Event.

Recommendation FILE

Sponsors: City Manager

4. [202500889](#) **RESOLUTION (LEGISLATIVE) (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 4/30/2025, **AUTHORIZING** tax levies for the calendar year beginning January 1, 2026, certifying them to the Hamilton County Auditor pursuant to R.C. Section 5705.34, and requesting the County Auditor and County Treasurer to pay monies that may be in the County Treasury and are lawfully applicable to the purpose of this calendar year to the City Treasurer pursuant to R.C. Section 321.34.

Recommendation BUDGET AND FINANCE COMMITTEE**Sponsors:** City Manager

5. [202500891](#) **REPORT**, dated 4/30/2025, submitted by Sheryl M. M. Long, City Manager, regarding Special Event Permit Application for Slice Night 2025.

Recommendation FILE**Sponsors:** City Manager

6. [202500904](#) **REPORT**, dated 4/30/2025, submitted Sheryl M. M. Long, City Manager, regarding the Department of Finance Reports for the Month Ended March 31, 2025.

Recommendation BUDGET AND FINANCE COMMITTEE**Sponsors:** City Manager

7. [202500918](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 4/30/2025, **AUTHORIZING** the payment of \$13,298.48 from Emergency Communications Center General Fund non-personnel operating budget account no. 050x103x0000x7289 as a moral obligation to Voiance Language Services, LLC (Cyracom International Inc.) for outstanding charges related to over-the-phone interpretation services.

Recommendation BUDGET AND FINANCE COMMITTEE**Sponsors:** City Manager

8. [202500919](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 4/30/2025, **AUTHORIZING** the payment of \$7,985.21 from the capital improvement program project account no. 980x199x6000x7671x231901, "Recreation Facilities Renovation," as a moral obligation to Perkins Carmack Construction, Inc. for outstanding charges related to the construction of the Eastside Recreation Center.

Recommendation BUDGET AND FINANCE COMMITTEE**Sponsors:** City Manager

9. [202500920](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 4/30/2025, **AUTHORIZING** the City Manager and employees of the Cincinnati Recreation Commission to solicit and accept donations of money, sponsorships, in-kind contributions, team registration fees, vendor fees, and other things of value from the Cincinnati business community, individual benefactors, and other appropriate sources to provide resources to support the Queen City Slam Basketball Tournament; and **AUTHORIZING** the Director of Finance to deposit the resources donated to or generated by the event into Fund No. 319, "Contributions for Recreation Purposes."

Recommendation BUDGET AND FINANCE COMMITTEE**Sponsors:** City Manager

10. [202500921](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 4/30/2025, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$175,000 through the FY 2025 Police Reform and Equitable Justice Grant Program from the United States Conference of Mayors and the Target Corporation to support and promote police policies and practices shown to be

effective in advancing equitable treatment of all residents of Cincinnati; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368, project account no. 25TUSM.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

11. [202500922](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 4/30/2025, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$194,990 from the Ohio Public Works Commission ("OPWC") Clean Ohio Green Space Conservation Program to acquire approximately one-third of an acre of property located at the corner of Parkside Place and Martin Drive in Mt. Adams (Parcel ID 007200020288) (the "Property") for permanent public access and greenspace preservation and to fund improvements to the Property, including but not limited to trails, trees, and benches (the "Improvements"); **ESTABLISHING** new capital improvement program project account no. 980x203x252043, "Mt. Adams Greenspace Acquisition - OPWC," to provide resources for the acquisition of the Property and for the Improvements; **AUTHORIZING** the Director of Finance to deposit up to \$194,990 of the OPWC Clean Ohio Green Space Conservation Program grant resources into newly established capital improvement program project account no. 980x203x252043, "Mt. Adams Greenspace Acquisition - OPWC"; **AUTHORIZING** the City Manager to accept a donation of up to \$107,835 from the Cincinnati Parks Foundation to acquire the Property for permanent public access and greenspace preservation and to fund the Improvements; **AUTHORIZING** the Director of Finance to accept and deposit up to \$107,835 of the donated funds into Parks Private Endowment and Donations Fund 430; **ESTABLISHING** new capital improvement program project account no. 980x203x252044, "Mt. Adams Greenspace Acquisition - Donation," to provide resources for the acquisition the Property for permanent public access and greenspace preservation and for the Improvements; and **AUTHORIZING** the transfer and appropriation of up to \$107,835 in donated funds from Parks Private Endowment and Donations Fund 430 to newly established capital improvement program project account no. 980x203x252044, "Mt. Adams Greenspace Acquisition - Donation."

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

12. [202500923](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 4/30/2025, **AUTHORIZING** the establishment of capital improvement program project account no. 980x203x252042, "Glenway Park Improvement - ODNR," to provide grant resources for improvements to Glenway Park; **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$50,082 from the Ohio Department of Natural Resources NatureWorks grant program to newly established capital improvement program project account no. 980x203x252042, "Glenway Park Improvement - ODNR," to provide grant resources for improvements to Glenway Park; and **AUTHORIZING** the Director of Finance to deposit the grant resources into newly established capital improvement program project account no. 980x203x252042, "Glenway Park Improvement - ODNR."

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

13. [202500924](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 4/30/2025, **APPROVING AND AUTHORIZING** the execution of a Job Creation Tax Credit Agreement with Waites Sensor Technologies, Inc., a Delaware corporation, pursuant to which the company agrees to create 48 new jobs at 1045 W. 8th Street in the Queensgate neighborhood of Cincinnati and, for a period of seven years, the City agrees to provide an income tax credit equal to forty percent of City income tax revenue from such new jobs.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

14. [202500926](#) **REPORT**, dated 4/30/2025, submitted Sheryl M. M. Long, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for Taste of Boujie LLC, 5841 Hamilton Avenue. (#8805741, New, D5) [Objections: Yes]

Recommendation FILE

Sponsors: City Manager

15. [202500927](#) **REPORT**, dated 4/30/2025, submitted Sheryl M. M. Long, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for Delightmore LLC, 115 E. 5th Street & Basement Storage Room. (#20298070025, D1 D2 D3 D3A D6, TRF0) [Objections: Yes]

Recommendation FILE

Sponsors: City Manager

16. [202500928](#) **REPORT**, dated 4/30/2025, submitted Sheryl M. M. Long, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for SSA Group LLC, AKA SSA Ohio LLC, DBA Cincinnati Zoo, 3400 Vine Street. (#76432140020, D1 D2 D3 D6, TRFO) [Objections: None]

Recommendation FILE

Sponsors: City Manager

17. [202500929](#) **REPORT**, dated 4/30/2025, submitted Sheryl M. M. Long, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for Mass Grill Restaurant & Sports Bar Inc., 5548 Colerain Avenue. (#5628680, D5 D6, TREX) [Objections: None]

Recommendation FILE

Sponsors: City Manager

BUDGET AND FINANCE COMMITTEE

18. [202500815](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 4/23/2025, **AUTHORIZING** the City Manager to apply for and accept a grant valued at up to \$280,000 from The Recycling Partnership, which includes a monetary grant of up to \$155,000 and a grant of in-kind services valued at up to \$125,000; **AUTHORIZING** the City Manager to appropriate up to \$155,000 of the grant resources to provide recycling collection, education, and supplies to residents at large, multifamily properties in Cincinnati; and **AUTHORIZING** the Director

of Finance to deposit up to \$155,000 of the grant resources into Environment and Sustainability Fund revenue account no. 436x8571, Office of Environment and Sustainability project account no. 25RPGGrant, "2025 Recycling Partnership Grant."

Recommendation PASS

Sponsors: City Manager

19. [202500821](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 4/23/2025, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$3,388 from the State of Ohio Department of Development's TechCred Credential Reimbursement Program to reimburse Cincinnati Police Department General Fund non-personnel operating budget account no. 050x227x72000 for eligible costs incurred by the Cincinnati Police Department in providing its employees with technology-focused credentials; and **AUTHORIZING** the Director of Finance to deposit the grant funds into General Fund revenue account no. 050x8533.

Recommendation PASS EMERGENCY

Sponsors: City Manager

20. [202500824](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 4/23/2025, **AUTHORIZING** the City Manager to accept a donation of \$3,243,210.67 from the Cincinnati Park Board Commissioners' Fund for use by the Parks Department; **AUTHORIZING** the Director of Finance to deposit donated funds of \$3,242,210.67 into Parks Private Endowment and Donations Fund 430 revenue account no. 430x8571 for use by the Parks Department; **AUTHORIZING** the Director of Finance to deposit donated funds of \$1,000 into Parks Private Endowment and Donations Fund 430 revenue account no. 430x8572 for use by the Parks Department; **AUTHORIZING** the transfer and appropriation of \$1,856,333.46 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to various operating budget accounts to provide resources for horticultural supplies, maintenance contracts, salary reimbursements, acquiring Krohn Conservatory's gift shop inventory, and other vital costs associated with running the City's parks; **AUTHORIZING** the transfer of \$206,266.69 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to the unappropriated surplus of Sawyer Point Fund 318; **ESTABLISHING** new capital improvement program project account no. 980x203x252040, "Sawyer Point Improvements," to provide resources for improvements to Sawyer Point including electrical improvements at Kroger Promenade, plumbing and irrigation upgrades, Geologic Timeline Path stone and lighting work, and gateway sculpture improvements; **ESTABLISHING** new capital improvement program project account no. 980x203x252041, "Riverwalk Signage," to provide resources for the design, fabrication, and installation of signage improvements for Sawyer Point; and **AUTHORIZING** the transfer and appropriation of \$1,180,610.52 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to various capital improvement program project accounts, according to the attached Schedule of Transfer, to provide resources for various Parks Department capital improvement program projects.

Recommendation PASS EMERGENCY

Sponsors: City Manager

21. [202500817](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 4/23/2025, **AUTHORIZING** the City Manager to execute a Funding Agreement with the Abercrombie Group to provide one-time operational support for upcoming signature events; **AUTHORIZING** the City Manager's Office to expend resources of up to \$100,000 from the City Manager's Office General Fund non-personnel operating budget account no. 050x101x7200 to provide one-time operational support to the Abercrombie Group for upcoming signature events; and **DECLARING** such expenditure to serve a public purpose.
- Recommendation** PASS EMERGENCY
- Sponsors:** City Manager
22. [202500822](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 4/23/2025, **AUTHORIZING** the City Manager to expend existing resources of up to \$100,000 from the City Manager's Office General Fund non-personnel operating budget account no. 050x101x7200 to provide one-time operational support to the Midwest Regional Black Family Reunion to support its production of the 2025 Black Family Reunion in Cincinnati; **AUTHORIZING** the City Manager to execute a Funding Agreement with Midwest Regional Black Family Reunion to provide one-time operational support for its production of the 2025 Black Family Reunion; and **DECLARING** such expenditure to serve a public purpose.
- Recommendation** PASS
- Sponsors:** City Manager
23. [202500826](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 4/23/2025, **APPROVING AND AUTHORIZING** the execution of a Job Creation Tax Credit Agreement with Prospiant, Inc., pursuant to which the company agrees to create 120 new jobs at 7108 Shona Drive in the Roselawn neighborhood of Cincinnati and, for a period of eight years, the City agrees to provide an income tax credit equal to forty percent of City income tax revenue from such new jobs.
- Recommendation** PASS EMERGENCY
- Sponsors:** City Manager
24. [202500827](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 4/23/2025, **ACCEPTING AND CONFIRMING** the grant of a permanent easement in favor of the City of Cincinnati for a sidewalk on behalf of the pedestrian public through and across certain real property in the City of Cincinnati, Hamilton County, Ohio in accordance with the easement as recorded in Official Record 15371, Pages 1317, Hamilton County, Ohio Recorder's Office, and the dedication to public use of an approximately 0.0468 acre tract of real property as a portion of Dana Avenue, a public right-of-way, in the Evanston neighborhood of Cincinnati.
- Recommendation** PASS

SUPPLEMENTAL ITEMS

PUBLIC SAFETY & GOVERNANCE COMMITTEE

25. [202500743](#) **REPORT**, dated 4/16/2025, submitted Sheryl M. M. Long, City Manager, regarding Hate Crime Incident Procedures. (Reference Document #'s 202402433, 202500166, & 202500171)

Recommendation APPROVE & FILE

Sponsors: City Manager

ANNOUNCEMENTS

Adjournment

202560911
Date: April 30, 2025

To: Councilmember Scotty Johnson
From: Emily Smart Woerner, City Solicitor *ESW*
Subject: **Resolution – Recognizing Summit Country Day Boys Basketball Program**

Transmitted herewith is a resolution captioned as follows:

RECOGNIZING the Summit Country Day Boys Basketball Program and
EXPRESSING the appreciation of the Mayor and the Council of the City of Cincinnati
for the Program’s outstanding achievements during the 2024-2025 Season.

ESW/AEP(dbr)
Attachment
419084

EESW

RESOLUTION NO. _____ - 2025

RECOGNIZING the Summit Country Day Boys Basketball Program and **EXPRESSING** the appreciation of the Mayor and the Council of the City of Cincinnati for the Program’s outstanding achievements during the 2024-2025 Season.

WHEREAS, the Summit Country Day Boys Basketball Program has been a shining example of athletic excellence, teamwork, and character development, embodying the values of hard work, perseverance, and community spirit; and

WHEREAS, the Summit Country Day Boys Basketball Program has demonstrated extraordinary talent and dedication, culminating in an exceptional season with a true record of 22-3 and an undefeated 13-0 record in conference play; and

WHEREAS, the team’s remarkable accomplishments include being crowned Miami Valley Conference champions, winning Division 5 sectional, district, and regional championships, and achieving a Division 5 Final Four appearance, which showcased their competitive spirit and teamwork on the court; and

WHEREAS, the Summit Country Day Boys Basketball Program has produced standout players who have demonstrated both athletic skill and leadership qualities; and

WHEREAS, Cayleb Walters has been recognized as Miami Valley Conference First Team, Division 5 All Southwest First Team, and Division 5 All-State Special Mention for his outstanding performance and contributions to the team; and

WHEREAS, Tim Martin was named Miami Valley Conference First Team and Division 5 All Southwest Honorable Mention, further solidifying his status as a key player for the team; and

WHEREAS, Max Joiner was honored as Miami Valley Conference First Team, Division 5 All Southwest First Team, and Division 5 All-State Third Team, demonstrating his exceptional talent and leadership on the court; and

WHEREAS, Head Coach Kevin Johnson has been honored as the Miami Valley Conference Coach of the Year twice, guiding the team to 39 wins in his first two years as head coach, and securing two Miami Valley Conference championships, further exemplifying his dedication to both the players and the program as a whole; and

WHEREAS, the Summit Country Day Boys Basketball Program is a true reflection of the school’s commitment to developing young men of character, leadership, and integrity, while striving for excellence both on and off the basketball court; now, therefore,

BE IT RESOLVED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That the Mayor and Council hereby recognize the Summit Country Day Boys Basketball Program for their outstanding accomplishments during the 2024-2025 season, including their remarkable performance, sportsmanship, and leadership.

Section 2. That this resolution be spread upon the minutes of Council and that a copy be provided to Kevin Johnson and the coaching staff through the office of Councilmember Scotty Johnson.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

Submitted by Councilmember Scotty Johnson

20250917
Date: April 30, 2025

To: Councilmember Mark Jeffreys
From: Emily Smart Woerner, City Solicitor *EESW*
Subject: **Resolution - Recognizing the 50th Anniversary of the Urban Appalachian Council and its Successor, the Urban Appalachian Community Coalition**

Transmitted herewith is a resolution captioned as follows:

RECOGNIZING the Urban Appalachian Council and its successor organization the Urban Appalachian Community Coalition and **EXPRESSING** the appreciation of the Mayor and Council for the Coalition's fifty years of advocacy and service for the citizens of Cincinnati.

EESW/JWF(dbr)
Attachment
419439

EESW

RESOLUTION NO. _____ - 2025

RECOGNIZING the Urban Appalachian Council and its successor organization the Urban Appalachian Community Coalition and **EXPRESSING** the appreciation of the Mayor and Council for the Coalition’s fifty years of advocacy and service for the citizens of Cincinnati.

WHEREAS, the Urban Appalachian Council was founded to advocate for the equality of the millions of people who emigrated from the Upland South (Appalachia) to the industrial heartland, people who faced poverty, marginalization, and disparities in health, environmental justice, and community investment; and

WHEREAS, for the past fifty years, the Urban Appalachian Council and Urban Appalachian Community Coalition have encouraged and supported a diverse coalition of volunteers and paid workers to teach, organize, conduct research, and create art with the goal of making Cincinnati a healthier and more just place to live for all its citizens; and

WHEREAS, the Urban Appalachian Community Coalition partners with the Appalachian Community Development Association—which organizes an annual Appalachian festival, one of the largest arts and crafts festivals in the nation—and with the Southern Appalachian Writers Cooperative—which publishes Pine Mountain Sand and Gravel, a significant literary journal; and

WHEREAS, at the time the Urban Appalachian Council was established, the heart of the Appalachian social movement in Cincinnati was a network of General Educational Development (“GED”) schools, located in church basements and storefronts in the East End, Lower and East Price Hill, Northside, South Fairmount, Camp Washington, and College Hill, which doubled as community centers; and

WHEREAS, the Urban Appalachian Council provided funding, management support, and volunteers to the centers, and some of these community centers still exist and serve as GED centers and meeting spaces for the community, continuing the mission of the Urban Appalachian Community Coalition; and

WHEREAS, urban Appalachian residents contribute to our region through their work in vital sectors such as construction, manufacturing, education, and health, while also enriching Cincinnati’s cultural landscape as writers, poets, storytellers, filmmakers, and other creative voices; now, therefore,

BE IT RESOLVED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That the Mayor and this Council hereby recognize the 50th Anniversary of the Urban Appalachian Council and its successor organization the Urban Appalachian Community

Coalition, and further recognize and celebrate the cultural and civic contributions of urban Appalachians to Greater Cincinnati.

Section 2. That this resolution be spread upon the minutes of Council and that a copy be provided to the Urban Appalachian Community Coalition through the office of Councilmember Mark Jeffreys.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____

Clerk

Submitted by Councilmember Mark Jeffreys

Date: 4/30/2025

To: Mayor and Members of City Council 202500850
From: Sheryl M. M. Long, City Manager
Subject: **SPECIAL EVENT PERMIT APPLICATION: Kroger Hatch Chile Event**

In accordance with Cincinnati Municipal Code, Chapter 765; Aaron Riveras has submitted a Special Event Permit Application Form to the Chief of Police. The Special Event Permit Application has been reviewed by the following department(s): Cincinnati Police Department, Fire Department, Health Department, Parks Department, Department of Building and Inspections, Department of Community and Economic Development, Department of Finance, Department of Public Services, and Department of Transportation and Engineering. There are no objections to issuing the Special Events Permit.

The particulars of the requested event are as indicated:

EVENT NAME/TITLE: Kroger Hatch Chile Event
EVENT SPONSOR/PRODUCER: The Kroger Co
CONTACT PERSON: Aaron Riveras
LOCATION: Court Street (Between Vine St and Walnut St)
DATE(S) AND TIME(S): 07/22/2025 7:00pm—07/23/2025 4:00pm
EVENT DESCRIPTION: Kroger Employee Hatch Event 2025
ANTICIPATED ATTENDANCE: 800
ALCOHOL SALES: YES. NO.
TEMPORARY LIQUOR PERMIT HOLDER IS:

cc: Colonel Teresa A. Theetge, Police Chief

April 30, 2025

To: Mayor and Members of City Council 202500889
From: Sheryl M.M. Long, City Manager
Subject: Emergency Legislative Resolution: 2026 Property Tax Millage

Submitted herewith is an Emergency Legislative Resolution captioned as follows:

AUTHORIZING tax levies for the calendar year beginning January 1, 2026, certifying them to the Hamilton County Auditor pursuant to R.C. Section 5705.34, and requesting the County Auditor and County Treasurer to pay monies that may be in the County Treasury and are lawfully applicable to the purpose of this calendar year to the City Treasurer pursuant to R.C. Section 321.34.

The Hamilton County Budget Commission has approved the FY 2026 Tax Budget proposed and approved by City Council on December 11, 2024. The attached resolution is necessary to certify the property tax millage for calendar year 2026. This is the last required administrative step in the process. This resolution does not increase the property tax rate. It simply certifies the current rates to the General Fund operating millage at 6.10 mills and the debt service millage at 7.50 mills. The Hamilton County Auditor estimates that the operating millage of 6.10 will generate property tax revenue of \$49,709,717.

State Law requires that the approved resolution be submitted to the County by May 26, 2025, therefore the resolution must be passed by Council prior to this date.

cc: William "Billy" Weber, Assistant City Manager
Steve Webb, Finance Director
Andrew Dudas, Budget Director

Attachment

EMERGENCY

Legislative Resolution

CNS

EESW

RESOLUTION NO. _____ - 2025

AUTHORIZING tax levies for the calendar year beginning January 1, 2026, certifying them to the Hamilton County Auditor pursuant to R.C. Section 5705.34, and requesting the County Auditor and County Treasurer pay monies that may be in the County Treasury and are lawfully applicable to the purpose of this calendar year to the City Treasurer pursuant to R.C. Section 321.34.

WHEREAS, Council adopted a tax budget for the calendar year beginning January 1, 2026; and

WHEREAS, the County Budget Commission has approved the budget and estimate by the County Auditor of the rate of each tax necessary to be levied by this Council and the parts within and outside of the ten mill limitation; and

WHEREAS, Council must request payment of funds derived from taxes and other sources payable to the County Treasury to be made to the account of the City, which funds are lawfully applicable to the purpose of the calendar year; now, therefore,

BE IT RESOLVED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That there is levied on the tax duplicate of the City of Cincinnati for the calendar year beginning January 1, 2026, the rate of each tax necessary to be levied as follows:

<u>Fund</u>	<u>Amount to be derived from levies inside</u>	<u>Amount to be derived from levies outside</u>	<u>Estimate of Rate to be levied</u>		
	<u>Millage</u>	<u>Millage</u>	<u>Inside Mills</u>	<u>Outside Mills</u>	<u>Total Mills</u>
General	\$ - - -	\$49,709,717	- - -	6.10	6.10
Bond Retirement	\$28,742,560	\$32,498,690	3.52	3.98	7.50
Total	\$28,742,560	\$82,208,407	3.52	10.08	13.60

Section 2. That the Hamilton County Auditor and Hamilton County Treasurer are requested to pay to the City Treasurer monies from taxes and other sources in the County Treasury to the account of the City that are lawfully applicable to the purpose of this calendar year.

Section 3. That the Clerk of Council is directed to file a certified copy of this legislative resolution with the County Auditor.

Section 4. That this legislative resolution shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to ensure that the City can meet the May 26, 2025 filing deadline with the County Auditor pursuant to the extension granted by the Ohio Department of Taxation.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____

Clerk

Date: 4/30/2025

To: Mayor and Members of City Council 202500891
 From: Sheryl M. M. Long, City Manager
 Subject: **SPECIAL EVENT PERMIT APPLICATION: (Slice Night 2025)**

In accordance with Cincinnati Municipal Code, Chapter 765; (Cincinnati Magazine) has submitted a Special Event Permit Application Form to the Chief of Police. The Special Event Permit Application has been reviewed by the following department(s): (Cincinnati Police Department, Fire Department, Health Department, Parks Department, Department of Building and Inspections, Department of Community and Economic Development, Department of Finance, Department of Public Services, and Department of Transportation and Engineering). There are no objections to issuing the Special Events Permit.

The particulars of the requested event are as indicated:

EVENT NAME/TITLE: Slice Night 2025
 EVENT SPONSOR/PRODUCER: Cincinnati Magazine
 CONTACT PERSON: Annette Troesher
 LOCATION: Yeatman's Cove
 DATE(S) AND TIME(S): 9/10/2025 5:30 pm to 8:30 pm
 EVENT DESCRIPTION: Slice Night is an all you can eat pizza celebration on Yeatman's Cove that is held yearly. This is a paid admission event with a charitable beneficiary being UC Health. Produced by Cincinnati Magazine and presented by Western Southern Life.
 ANTICIPATED ATTENDANCE: 1,300
 ALCOHOL SALES: YES. NO.
 TEMPORARY LIQUOR PERMIT HOLDER IS: (T.B.D.)

cc: Colonel Teresa A. Theetge, Police Chief

*Interdepartmental
Correspondence Sheet*

April 30, 2025

TO: Mayor and Members of City Council

202500904

FROM: Sheryl M.M. Long, City Manager

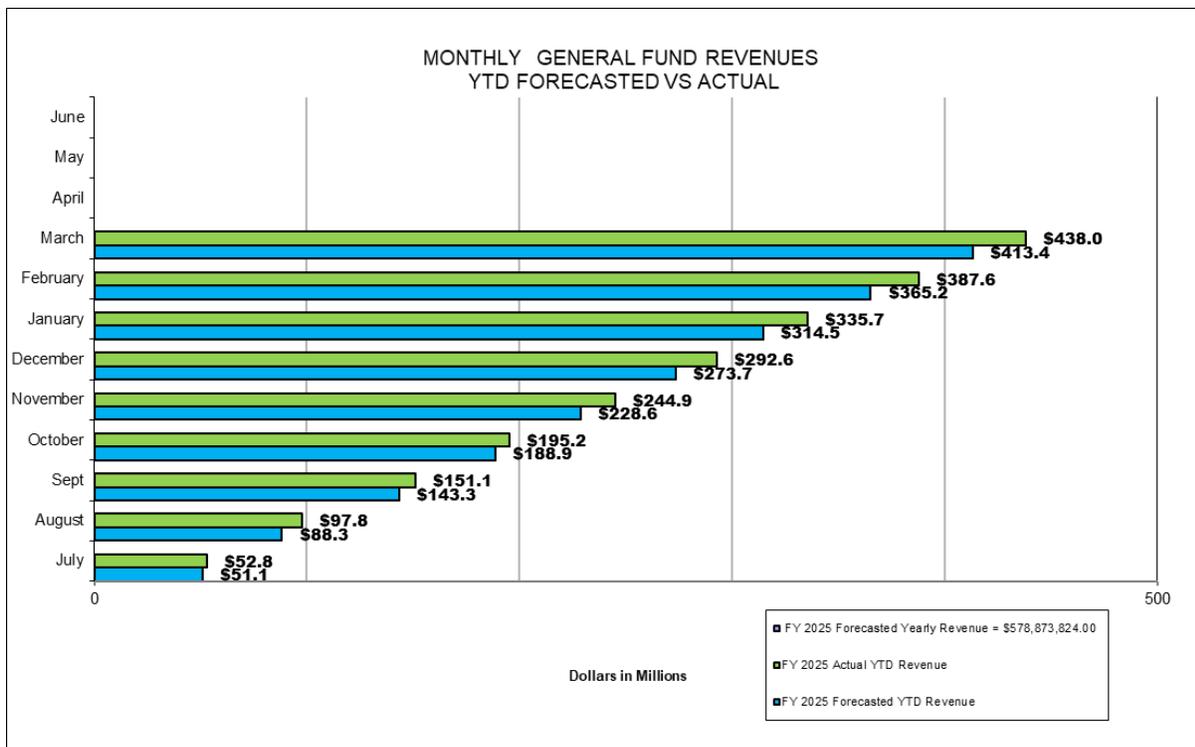
SUBJECT: Department of Finance Reports for the Month Ended March 31, 2025

**MARCH 2025
MONTHLY FINANCIAL REPORTS**

The following report provides an update on the City of Cincinnati’s financial condition as of the month ending March 31, 2025. This report represents the ninth report for the new 2025 fiscal year, ending June 30, 2025. Variances are based on current year estimates and prior year activity in attached schedules.

A more detailed explanation of revenues and expenditures is attached for review, including reports comparing the current year’s actual revenue vs. forecasted revenue and prior year’s actual revenue vs. current year actual revenue. Both of those reports are presented on a monthly and year-to-date basis.

The chart below portrays the performance of actual revenue collected against the forecasted revenue collected through March 31, 2025 and shows that actual revenue of \$438 million was above forecasted revenue of \$413.4 million by \$24.6 million.



The major revenue components of the General Fund are listed in the table below. This table highlights the year-to-date variance (favorable and unfavorable) in General Fund revenue collections as compared to forecasted revenue collections. Each major category that differs significantly from forecasted collections will be discussed in further detail.

GENERAL FUND REVENUE SOURCES

	FAVORABLE VARIANCE	(UNFAVORABLE) VARIANCE	PERCENTAGE VARIANCE
General Property Tax	215,174		0.51%
City Income Tax	9,477,941		3.57%
Admissions Tax	1,792,792		22.68%
Short Term Rental Excise Tax	187,607		13.96%
Licenses & Permits	1,592,684		7.02%
Fines, Forfeitures, & Penalties		(\$137,269)	-3.58%
Investment Income	5,536,463		51.53%
Local Government	391,395		3.34%
Casino	23,111		0.31%
Police	1,865,737		31.03%
Buildings and Inspections	80,933		1.90%
Fire		(\$456,286)	-5.57%
Parking Meter	15		0.04%
Other	4,028,349		18.79%
	25,192,200	(\$593,555)	
Difference	24,598,646		

General Fund (favorable variance) is \$24.6 million above the amount forecasted through March in the FY 2025 Budget. This is the ninth month's report for the fiscal year. What follows is an explanation of significant variances of individual General Fund revenue components.

Income Taxes (favorable variance) is \$9.5 million above the forecasted amount. Higher net profits are contributing to the variance. Withholdings are also coming in higher than anticipated.

Admissions Tax (favorable variance) is up \$1.8 million above the forecasted amount. An extra home football game, increase in concert events, and new revenue from marketplace facilitators make up the variance in this category.

Short Term Rental Tax (favorable variance) is up \$188k above the forecasted amount. The number of short term rentals and the use of the rentals is trending higher than expected so far this fiscal year.

Investment Income (favorable variance) is \$5.5 million above the forecasted amount. Reinvestment rates are trending higher than expected and more cash is being actively managed than originally planned to take advantage of the current market conditions.

Police (favorable variance) is \$1.9 million above the forecasted amount. Detail revenues are exceeding estimates so far this year due to a change in the billing model.

Other (favorable variance) is up \$4 million from the forecasted amount. An unexpected payment from the County and the reclassification of the Mercy clawback payment to this revenue category represent a large portion of this variance. In addition, there are many other revenue sources in this category which fluctuate monthly. The Finance Department will monitor this category closely.

Restricted Funds:

Convention Center (favorable variance) is \$1.68 million above the forecasted amount. New revenue is not estimated for FY 2025 as no events will be taking place, however the facility's final receipts for FY 2024 were received this fiscal year. TOT revenue is also exceeding estimates.

Municipal Golf (favorable variance) is up \$990k from the forecasted amount. Weather has been very favorable for golf activities this year. New offerings at courses are also contributing to the positive variance.

Sawyer Point (favorable variance) is up \$333k from the forecasted amount. Parking revenue at the park has increased from last year which is part of the positive variance. Special events have also brought in more than anticipated revenue this year.

Riverfront Park (unfavorable variance) is \$229k below the forecasted amount. The 471 bridge fire led to the parking lot being closed for several months. This fund will most likely not recover from that this year and will end with a negative variance.

Hazard Abatement (unfavorable variance) is down \$110k from the forecasted amount. B&I is working on changing their billing process for several programs and that is impacting the revenue for this fund. They are looking closely at the estimate for the next year and will adjust accordingly.

CLEAR (unfavorable variance) is down \$1.6 million from the forecasted amount. Expenses are down as several purchases have not been made this FY, therefore revenue is down as this is a reimbursable fund.

Submitted herewith are the following Department of Finance reports:

1. Comparative Statement of Revenue (Actual, Forecast and Prior Year) as of March 31, 2025.
2. Audit of the City Treasurer's Report for the month ended February 28, 2025.
3. Statement of Balances in the various funds as of March 31, 2025.

By approval of this report, City Council appropriates the revenues received in the various restricted funds on the attached Statement of Balances and as stated in greater detail on the records maintained by the Department of Finance, Division of Accounts & Audits. Such revenues are to be expended in accordance with the purposes for which the funds were established.

c: William "Billy" Weber, Assistant City Manager
Steve Webb, Finance Director

Date: 4/30/2025

To: Mayor and Members of City Council 202500891
From: Sheryl M. M. Long, City Manager
Subject: **SPECIAL EVENT PERMIT APPLICATION: (Slice Night 2025)**

In accordance with Cincinnati Municipal Code, Chapter 765; (Cincinnati Magazine) has submitted a Special Event Permit Application Form to the Chief of Police. The Special Event Permit Application has been reviewed by the following department(s): (Cincinnati Police Department, Fire Department, Health Department, Parks Department, Department of Building and Inspections, Department of Community and Economic Development, Department of Finance, Department of Public Services, and Department of Transportation and Engineering). There are no objections to issuing the Special Events Permit.

The particulars of the requested event are as indicated:

EVENT NAME/TITLE: Slice Night 2025
EVENT SPONSOR/PRODUCER: Cincinnati Magazine
CONTACT PERSON: Annette Troesher
LOCATION: Yeatman's Cove
DATE(S) AND TIME(S): 9/10/2025 5:30 pm to 8:30 pm
EVENT DESCRIPTION: Slice Night is an all you can eat pizza celebration on Yeatman's Cove that is held yearly. This is a paid admission event with a charitable beneficiary being UC Health. Produced by Cincinnati Magazine and presented by Western Southern Life.
ANTICIPATED ATTENDANCE: 1,300
ALCOHOL SALES: YES. NO.
TEMPORARY LIQUOR PERMIT HOLDER IS: (T.B.D.)

cc: Colonel Teresa A. Theetge, Police Chief

EMERGENCY

IMD

- 2025

AUTHORIZING the payment of \$13,298.48 from Emergency Communications Center General Fund non-personnel operating budget account no. 050x103x0000x7289 as a moral obligation to Voiance Language Services, LLC (Cyracom International Inc.) for outstanding charges related to over-the-phone interpretation services.

WHEREAS, the Emergency Communications Center (“ECC”) received over-the-phone interpretation services from Voiance Language Services, LLC (Cyracom International Inc.) (“Voiance”) from October 1, 2024, to March 31, 2025; and

WHEREAS, the interpretation services provided by Voiance to the ECC for the period of October 1, 2024 to March 31, 2025 exceeded the certification limit for these services by \$13,298.48, however these over-the-phone interpretation services were necessary for the ECC and the City to maintain public safety; and

WHEREAS, sufficient resources are available in Emergency Communications Center General Fund non-personnel operating budget account no. 050x103x0000x7289 to pay for the additional interpretation services provided by Voiance; and

WHEREAS, Council desires to pay Voiance \$13,298.48 for the additional interpretation services provided to the ECC for the period of October 1, 2024 to March 31, 2025; now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That the Director of Finance is authorized to pay \$13,298.48 from Emergency Communications Center General Fund non-personnel operating budget account no. 050x103x0000x7289 as a moral obligation to Voiance Language Services, LLC (Cyracom International Inc.) for outstanding charges related to over-the-phone interpretation services.

Section 2. That the proper City officials are authorized to do all things necessary and proper to carry out the provisions of Section 1.

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is

the immediate need to pay Voiance Language Services, LLC (Cyracom International Inc.) for the outstanding charges for the interpretation services rendered.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

April 30, 2025

To: Mayor and Members of City Council

202500919

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – Cincinnati Recreation Commission (CRC): Moral Obligation Payment to Perkins Carmack Construction, Inc.

Attached is an Emergency Ordinance captioned:

AUTHORIZING the payment of \$7,985.21 from the capital improvement program project account no. 980x199x6000x7671x231901, “Recreation Facilities Renovation,” as a moral obligation to Perkins Carmack Construction, Inc. for outstanding charges related to the construction of the Eastside Recreation Center.

Approval of this Emergency Ordinance will authorize the payment of \$7,985.21 from capital improvement program project account no. 980x199x6000x7671x231901, “Recreation Facilities Renovation,” as a moral obligation to Perkins Carmack Construction, Inc. for outstanding charges related to the construction of the Eastside Recreation Center.

Perkins Carmack Construction, Inc. provided services related to the construction of the Eastside Recreation Center. After the conclusion of construction, the City discovered that an accounting error related to a July 2023 change order resulted in an underpayment to Perkins Carmack Construction, Inc.. This moral obligation would ensure that Perkins Carmack Construction, Inc. is properly compensated for services provided to the city. Sufficient funds exist in capital improvement program project account no. 980x199x6000x7671x231901, “Recreation Facilities Renovation,” to make the payment.

The reason for the emergency is the immediate need to pay Perkins Carmack in a timely manner for outstanding charges.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director

Attachment

EMERGENCY

JWF

-2025

AUTHORIZING the payment of \$7,985.21 from the capital improvement program project account no. 980x199x6000x7671x231901, “Recreation Facilities Renovation,” as a moral obligation to Perkins Carmack Construction, Inc. for outstanding charges related to the construction of the Eastside Recreation Center.

WHEREAS, the City entered into a contract with Perkins Carmack Construction, Inc. (“Perkins Carmack”) for services related to the construction of the Eastside Recreation Center; and

WHEREAS, after the conclusion of construction the City discovered that an accounting error related to a July 2023 change order resulted in an underpayment to Perkins Carmack; and

WHEREAS, there are sufficient funds in the capital improvement program project account no. 980x199x6000x7671x231901, “Recreation Facilities Renovation,” to pay for the services provided by Perkins Carmack; and

WHEREAS, Council desires to provide payment to Perkins Carmack for outstanding charges of \$7,985.21 for services related to the construction of the Eastside Recreation Center; now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That the Director of Finance is authorized to pay \$7,985.21 from capital improvement program project account no. 980x199x6000x7671x231901, “Recreation Facilities Renovation,” as a moral obligation to Perkins Carmack Construction, Inc. (“Perkins Carmack”) for outstanding charges related to the construction of the Eastside Recreation Center.

Section 2. That the proper City officials are authorized to do all things necessary and proper to carry out the provisions of Section 1.

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms

of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to pay Perkins Carmack in a timely manner for outstanding charges.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

April 30, 2025

To: Mayor and Members of City Council

202500920

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – CMO: Queen City Slam Basketball Tournament Donations

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager and employees of the Cincinnati Recreation Commission to solicit and accept donations of money, sponsorships, in-kind contributions, team registration fees, vendor fees, and other things of value from the Cincinnati business community, individual benefactors, and other appropriate sources to provide resources to support the Queen City Slam Basketball Tournament; and **AUTHORIZING** the Director of Finance to deposit the resources donated to or generated by the event into Fund No. 319, “Contributions for Recreation Purposes.”

This Emergency Ordinance authorizes the City Manager and employees of the Cincinnati Recreation Commission (“CRC”) to solicit and accept donations of money, sponsorships, in-kind contributions, team registration fees, vendor fees, and other things of value from the Cincinnati business community, individual benefactors, and other appropriate sources to provide resources to support the Queen City Slam Basketball Tournament. This Emergency Ordinance also authorizes the Director of Finance to deposit the resources donated to or generated by the event into Fund No. 319, “Contributions for Recreation Purposes.”

The Queen City Slam Basketball Tournament will be hosted by the City and the CRC in partnership with Big City Ticket, LLC aka Hoop It Up on August 9, 2025. The Queen City Slam Basketball Tournament will engage youth and adults by providing recreation and access to community resources to support and foster continued community development.

Supporting the Queen City Slam Basketball Tournament is in accordance with the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” and the strategy to “[u]nite our communities” as described on pages 207-211 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to accept donations in a timely manner.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director



Attachment

EMERGENCY

JWF

-2025

AUTHORIZING the City Manager and employees of the Cincinnati Recreation Commission to solicit and accept donations of money, sponsorships, in-kind contributions, team registration fees, vendor fees, and other things of value from the Cincinnati business community, individual benefactors, and other appropriate sources to provide resources to support the Queen City Slam Basketball Tournament; and **AUTHORIZING** the Director of Finance to deposit the resources donated to or generated by the event into Fund No. 319, “Contributions for Recreation Purposes.”

WHEREAS, the 2025 Queen City Slam Basketball Tournament will be hosted by the City and the Cincinnati Recreation Commission (“CRC”) in partnership with Big City Ticket, LLC aka Hoop It Up on August 9, 2025; and

WHEREAS, the Queen City Slam Basketball Tournament will allow the City and CRC the opportunity to engage youth and adults by providing recreation and access to community resources to support and foster continued community development through a one-day basketball event for youth and adults; and

WHEREAS, only donated, non-City resources may be used for awards or cash prizes associated with the Queen City Slam Basketball Tournament; and

WHEREAS, supporting the Queen City Slam Basketball Tournament is in accordance with the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” and the strategy to “[u]nite our communities” as described on pages 207-211 of Plan Cincinnati (2012); now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That the City Manager and employees of the Cincinnati Recreation Commission are authorized to solicit and accept donations of money, sponsorships, in-kind contributions, team registration fees, vendor fees, and other things of value from the Cincinnati business community, individual benefactors, and other appropriate sources to provide resources to support the Queen City Slam Basketball Tournament.

Section 2. That the Director of Finance is authorized to deposit the resources donated to or generated by the event into Fund No. 319, “Contributions for Recreation Purposes.”

Section 3. That the proper City officials are authorized to do all things necessary and proper to comply with the terms of Section 1 and 2.

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to accept donations in a timely manner.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

April 30, 2025

To: Mayor and Members of City Council

202500921

From: Sheryl M. M. Long, City Manager

Subject: Ordinance – Police: FY 2025 Police Reform and Equitable Justice Grant

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$175,000 through the FY 2025 Police Reform and Equitable Justice Grant Program from the United States Conference of Mayors and the Target Corporation to support and promote police policies and practices shown to be effective in advancing equitable treatment of all residents of Cincinnati; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368, project account no. 25TUSM.

This Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant of up to \$175,000 from the United States Conference of Mayors and the Target Corporation through the FY 2025 Police Reform and Equitable Justice Grant Program to support and promote police policies and practices shown to be effective in advancing equitable treatment of all residents of the City. This Ordinance also authorizes the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368, project account no. 25TUSM.

If the grant is awarded, the Cincinnati Police Department will use the resources to partner with the Hamilton County Mental Health and Recovery Services Board to provide a police detail at the Crisis Receiving Center. The Crisis Receiving Center, which is expected to open in July 2025, will be located in the Clifton neighborhood and will provide short-term assessment, observation, and crisis stabilization services for individuals experiencing a crisis that does not meet the criteria for hospitalization.

The grant application deadline was April 18, 2025, and the City has already applied for the grant, but no grant funds will be accepted without approval by the City Council. The grant does not require matching funds, and there are no new FTEs/full time equivalents associated with the grant.

Acceptance of this grant is accordance with the “Live” goal to “[c]reate a more livable community” as described on pages 156-163 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director

Attachment



AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$175,000 through the FY 2025 Police Reform and Equitable Justice Grant Program from the U.S. Conference of Mayors and the Target Corporation to support and promote police policies and practices shown to be effective in advancing equitable treatment of all residents of Cincinnati; and **AUTHORIZING** the Director of Finance to deposit the grant resources into Law Enforcement Grant Fund 368, project account no. 25TUSM.

WHEREAS, a FY 2025 Police Reform and Equitable Justice Grant is available from the U.S. Conference of Mayors and the Target Corporation to support and promote police policies and practices shown to be effective in advancing equitable treatment of all residents of Cincinnati; and

WHEREAS, if the grant is awarded, the Cincinnati Police Department will use the resources to partner with the Hamilton County Mental Health and Recovery Services Board to provide a police detail at the Crisis Receiving Center; and

WHEREAS, the Crisis Receiving Center, which is expected to open in July 2025, will be located in the Clifton neighborhood and will provide short-term assessment, observation, and crisis stabilization services for individuals experiencing a crisis that does not meet the criteria for hospitalization; and

WHEREAS, the grant application deadline was April 18, 2025, and the City already has applied for the grant to meet the deadline, but no grant funds will be accepted without approval by Council; and

WHEREAS, the grant does not require matching funds, and there are no new FTEs/full time equivalents associated with the grant; and

WHEREAS, acceptance of this grant is in accordance with the “Live” goal to “[c]reate a more livable community” as described on pages 156-162 of Plan Cincinnati (2012); now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That the City Manager is authorized to apply for, accept, and appropriate a grant of up to \$175,000 through the FY 2025 Police Reform and Equitable Justice Grant Program from the U.S. Conference of Mayors and the Target Corporation to support and promote police policies and practices shown to be effective in advancing equitable treatment of all residents of Cincinnati.

Section 2. That the Director of Finance is authorized to deposit the grant resources into Law Enforcement Grant Fund 368, project account no. 25TUSM.

Section 3. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of the grant and of Sections 1 and 2.

Section 4. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

April 30, 2025

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202500922

Subject: Emergency Ordinance – Parks: Grants for Mt. Adams Greenspace

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$194,990 from the Ohio Public Works Commission (“OPWC”) Clean Ohio Green Space Conservation Program to acquire approximately one-third of an acre of property located at the corner of Parkside Place and Martin Drive in Mt. Adams (Parcel ID 007200020288) (the “Property”) for permanent public access and greenspace preservation and to fund improvements to the Property, including but not limited to trails, trees, and benches (the “Improvements”); **ESTABLISHING** new capital improvement program project account no. 980x203x252043, “Mt. Adams Greenspace Acquisition – OPWC,” to provide resources for the acquisition of the Property and for the Improvements; **AUTHORIZING** the Director of Finance to deposit up to \$194,990 of the OPWC Clean Ohio Green Space Conservation Program grant resources into newly established capital improvement program project account no. 980x203x252043, “Mt. Adams Greenspace Acquisition – OPWC”; **AUTHORIZING** the City Manager to accept a donation of up to \$107,835 from the Cincinnati Parks Foundation to acquire the Property for permanent public access and greenspace preservation and to fund the Improvements; **AUTHORIZING** the Director of Finance to accept and deposit up to \$107,835 of the donated funds into Parks Private Endowment and Donations Fund 430; **ESTABLISHING** new capital improvement program project account no. 980x203x252044, “Mt. Adams Greenspace Acquisition – Donation,” to provide resources for the acquisition the Property for permanent public access and greenspace preservation and for the Improvements; and **AUTHORIZING** the transfer and appropriation of up to \$107,835 in donated funds from Parks Private Endowment and Donations Fund 430 to newly established capital improvement program project account no. 980x203x252044, “Mt. Adams Greenspace Acquisition – Donation.”

Approval of this Emergency Ordinance will authorize the City Manager to apply for and accept a grant of up to \$194,990 from the Ohio Public Works Commission (OPWC) Clean Ohio Green Space Conservation Program as well as to accept a donation of up to \$107,835 from the Cincinnati Parks Foundation, all to acquire approximately one-third of an acre of property located at the corner of Parkside Place and Martin Drive in Mt. Adams (Parcel ID 007200020288) (the “Property”) for permanent public access and greenspace preservation and to fund improvements to the Property, including but not limited to trails, trees, and benches. This Emergency Ordinance will also authorize the appropriation of the grant and donation resources into newly established capital improvement program project accounts.

The OPWC grant requires a minimum 25% local match in the amount of \$48,748, which will be covered by contributions made through the Cincinnati Parks Foundation by the Mt. Adams community and other donors. There are no new FTEs/full time equivalents associated with the OPWC Clean Ohio Fund grant or the donation from the Cincinnati Parks Foundation.

Securing funding to acquire the Property for permanent public access and greenspace preservation is in accordance with the “Sustain” goal to “[p]reserve our natural and built environment” and the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” as described on pages 193-195 and 209-211 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to comply with OPWC grant deadlines.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director



Attachments

EMERGENCY

IMD

- 2025

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$194,990 from the Ohio Public Works Commission (“OPWC”) Clean Ohio Green Space Conservation Program to acquire approximately one-third of an acre of property located at the corner of Parkside Place and Martin Drive in Mt. Adams (Parcel ID 007200020288) (the “Property”) for permanent public access and greenspace preservation and to fund improvements to the Property, including but not limited to trails, trees, and benches (the “Improvements”); **ESTABLISHING** new capital improvement program project account no. 980x203x252043, “Mt. Adams Greenspace Acquisition – OPWC,” to provide resources for the acquisition of the Property and for the Improvements; **AUTHORIZING** the Director of Finance to deposit up to \$194,990 of the OPWC Clean Ohio Green Space Conservation Program grant resources into newly established capital improvement program project account no. 980x203x252043, “Mt. Adams Greenspace Acquisition – OPWC”; **AUTHORIZING** the City Manager to accept a donation of up to \$107,835 from the Cincinnati Parks Foundation to acquire the Property for permanent public access and greenspace preservation and to fund the Improvements; **AUTHORIZING** the Director of Finance to accept and deposit up to \$107,835 of the donated funds into Parks Private Endowment and Donations Fund 430; **ESTABLISHING** new capital improvement program project account no. 980x203x252044, “Mt. Adams Greenspace Acquisition – Donation,” to provide resources for the acquisition the Property for permanent public access and greenspace preservation and for the Improvements; and **AUTHORIZING** the transfer and appropriation of up to \$107,835 in donated funds from Parks Private Endowment and Donations Fund 430 to newly established capital improvement program project account no. 980x203x252044, “Mt. Adams Greenspace Acquisition – Donation.”

WHEREAS, Eden Park is one of the City’s premier regional parks, attracting visitors not only from across the Cincinnati region, but from throughout the nation; and

WHEREAS, the property located at the corner of Parkside Place and Martin Drive (Parcel ID 007200020288) (the “Property”) serves as the southern gateway to Eden Park in Mt. Adams; and

WHEREAS, the Cincinnati Park Board owned the Property until 1999, when it was transferred to the Cincinnati Board of Education in exchange for certain other Cincinnati Board of Education properties to become parkland, and although the Property has since been conveyed to other entities and individuals, it has remained undeveloped and preserved as a green space for generations; and

WHEREAS, the Cincinnati Parks Foundation raises funding through endowments and donations that support the operations and capital needs of City parks; and

WHEREAS, the Mt. Adams community, in partnership with the Cincinnati Parks Foundation, has long advocated for the permanent preservation of the Property and has raised funds to support its acquisition by the City as protected greenspace, and to fund improvements to the Property, including but not limited to trails, trees, and benches (the “Improvements”); and

WHEREAS, in addition to community fundraising, a grant of up to \$194,990 is available from the Ohio Public Works Commission (“OPWC”) Clean Ohio Green Space Conservation Program for the acquisition of the Property to ensure permanent public access and greenspace preservation and to fund the Improvements; and

WHEREAS, on September 19, 2024, the Cincinnati Park Board adopted a resolution authorizing the application for the OPWC grant, and on December 12, 2024, OPWC notified the Park Board that an award of up to \$194,990 had been approved for the acquisition of the Property and for the Improvements, but no grant funds will be accepted without Council approval; and

WHEREAS, the OPWC grant requires a minimum 25 percent local match of \$48,748, which will be provided from resources contributed through the Cincinnati Parks Foundation by the Mt. Adams community and other donors; and

WHEREAS, there are no new FTEs/full time equivalents associated with the OPWC Clean Ohio Green Space Conservation Program grant or the donation from the Cincinnati Parks Foundation; and

WHEREAS, securing funding to acquire and improve the Property for permanent public access and greenspace preservation is in accordance with the “Sustain” goal to “[p]reserve our natural and built environment” and the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” as described on pages 193-195 and 209-211 of Plan Cincinnati (2012); now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That the City Manager is authorized to apply for, accept, and appropriate a grant of up to \$194,990 from the Ohio Public Works Commission (“OPWC”) Clean Ohio Green Space Conservation Program to acquire approximately one-third of an acre of property located at the corner of Parkside Place and Martin Drive in Mt. Adams, Parcel ID 007200020288 (the “Property”) and to fund improvements to the Property, including but not limited to trails, trees, and benches (the “Improvements”).

Section 2. That new capital improvement program project account no. 980x203x252043, “Mt. Adams Greenspace Acquisition – OPWC” is established to provide resources for the acquisition of the Property and for the Improvements.

Section 3. That the Director of Finance is authorized to deposit up to \$194,990 of the OPWC grant resources into newly established capital improvement program project account no. 980x203x252043, “Mt. Adams Greenspace Acquisition – OPWC.”

Section 4. That the City Manager is authorized to accept a donation of up to \$107,835 from the Cincinnati Parks Foundation to acquire the Property for permanent public access and greenspace preservation and to fund the Improvements.

Section 5. That the Director of Finance is authorized to deposit up to \$107,835 of the donated funds into Parks Private Endowment and Donations Fund 430.

Section 6. That new capital improvement program project account no. 980x203x252044, “Mt. Adams Greenspace Acquisition – Donation” is established to provide resources for the acquisition of the Property and for the Improvements.

Section 7. That the transfer and appropriation up to \$107,835 from Parks Private Endowment and Donations Fund 430 to newly established capital improvement program project account no. 980x203x252044, “Mt. Adams Greenspace Acquisition – Donation” is authorized.

Section 8. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of the OPWC grant, the donation, and Sections 1 through 7.

Section 9. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to comply with OPWC grant deadlines.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk



April 30, 2025

To: Mayor and Members of City Council

202500923

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – Parks: Glenway Park Improvement Grant

Attached is an Emergency Ordinance captioned:

AUTHORIZING the establishment of capital improvement program project account no. 980x203x252042, “Glenway Park Improvement – ODNR,” to provide grant resources for improvements to Glenway Park; **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$50,082 from the Ohio Department of Natural Resources NatureWorks grant program to newly established capital improvement program project account no. 980x203x252042, “Glenway Park Improvement – ODNR,” to provide grant resources for improvements to Glenway Park; and **AUTHORIZING** the Director of Finance to deposit the grant resources into newly established capital improvement program project account no. 980x203x252042, “Glenway Park Improvement – ODNR.”

Approval of this Emergency Ordinance will authorize the City Manager to apply for, accept, and appropriate a grant of up to \$50,082 from the Ohio Department of Natural Resources (ODNR) NatureWorks grant program to newly established capital improvement program project account no. 980x203x252042, “Glenway Park Improvement – ODNR,” for the construction of a playground and other park amenities at Glenway Park.

The ODNR grant requires a minimum 25% local match, which will be covered by existing resources from the “Park Infrastructure Rehabilitation” capital improvement program project account. There are no new FTEs/full time equivalents associated with the grant. Since the total cost of the project is anticipated to be \$500,082, the Parks Foundation is expected to contribute up to \$300,000 toward the total cost of the project.

Securing grant funding for improvements to Glenway Park is in accordance with the “Sustain” goal to “[p]reserve our natural and built environment” and the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” and the strategy to “[u]nite our communities” as described on pages 193 and 209-211 of Plan Cincinnati (2012).

The reason for the emergency is to accept grant resources in a timely manner to comply with grant deadlines and ensure that the City does not experience increased pricing due to delays in acceptance.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director



Attachment

EMERGENCY

KKF

-2025

AUTHORIZING the establishment of capital improvement program project account no. 980x203x252042, “Glenway Park Improvement – ODNR,” to provide grant resources for improvements to Glenway Park; **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$50,082 from the Ohio Department of Natural Resources NatureWorks grant program to newly established capital improvement program project account no. 980x203x252042, “Glenway Park Improvement – ODNR,” to provide grant resources for improvements to Glenway Park; and **AUTHORIZING** the Director of Finance to deposit the grant resources into newly established capital improvement program project account no. 980x203x252042, “Glenway Park Improvement – ODNR.”

WHEREAS, on May 16, 2024, the Cincinnati Park Board adopted a resolution authorizing the application for a NatureWorks grant from the Ohio Department of Natural Resources (“ODNR”) for the construction of a playground and other park amenities at Glenway Park; and

WHEREAS, the City submitted a grant application to ODNR on August 14, 2024, for the construction of a playground and other park amenities at Glenway Park; and

WHEREAS, the City was awarded a grant of up to \$50,082 from ODNR in November 2024, and Council authorization is required to accept and appropriate the grant resources; and

WHEREAS, the total cost of the project is anticipated to be \$500,082; and

WHEREAS, this grant requires a local match of 25 percent, which will be provided from existing resources in capital improvement program project account no. 980x203x252000, “Park Infrastructure Rehabilitation”; and

WHEREAS, the Cincinnati Parks Foundation is expected to contribute up to \$300,000 toward the total cost of the project; and

WHEREAS, there are no new FTEs/full time equivalents associated with this grant; and

WHEREAS, securing grant funding for improvements to Glenway Park is in accordance with the “Sustain” goal to “[p]reserve our natural and built environment” and the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” and the strategy to “[u]nite our communities” as described on pages 193 and 209-211 of Plan Cincinnati (2012); now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That capital improvement program project account no. 980x203x252042, “Glenway Park Improvement – ODNR,” is established to provide grant resources for improvements to Glenway Park.

Section 2. That the City Manager is authorized to apply for, accept, and appropriate a grant of up to \$50,082 from the Ohio Department of Natural Resources NatureWorks grant program to newly established capital improvement program project account no. 980x203x252042, “Glenway Park Improvement – ODNR,” to provide grant resources for improvements to Glenway Park.

Section 3. That the Director of Finance is authorized to deposit the grant resources into newly established capital improvement program project account no. 980x203x252042, “Glenway Park Improvement – ODNR.”

Section 4. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of the grant and Sections 1 through 3.

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to accept grant resources in a timely manner to comply with grant deadlines and ensure that the City does not experience increased pricing due to delays in acceptance.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

April 30, 2025

To: Mayor and Members of City Council

202500924

From: Sheryl M.M. Long, City Manager

Subject: Emergency Ordinance – Job Creation Tax Credit Agreement with Waites Sensor Technologies, Inc.

Attached is an Emergency Ordinance captioned:

APPROVING AND AUTHORIZING the execution of a Job Creation Tax Credit Agreement with Waites Sensor Technologies, Inc., a Delaware corporation, pursuant to which the company agrees to create 48 new jobs at 1045 W. 8th Street in the Queensgate neighborhood of Cincinnati and, for a period of seven years, the City agrees to provide an income tax credit equal to forty percent of City income tax revenue from such new jobs.

STATEMENT

COMMERCIAL/INDUSTRIAL: Incentivizing the relocation and expansion of this company will strengthen our economic performance by providing job opportunities and generating income tax revenue to deliver excellent services to residents.

COMPANY INFORMATION

Waites Sensor Technologies, Inc. (the “Company”) offers condition monitoring systems for equipment in mining, automotive, food, and lumber industries to minimize downtime, extend equipment lifespan, increase production hours, and reduce scheduled maintenance. The Company is led by Co-Founder and CEO Rob Ratterman.

CURRENT CONDITIONS

The Company previously maintained its corporate headquarters and secondary location in Covington, Kentucky, but chose to pursue alternative locations within Southwest Ohio and Northern Kentucky to consolidate and expand operations. As part of its business attraction efforts, DCED provided the Company with a conditional incentive offer via a letter dated September 18, 2024.

JobsOhio recommended and the Ohio Tax Credit Authority approved a 1.388% 7-year State JCTC for the Project at its December 2024 meeting.

After further due diligence, the Company decided to relocate and consolidate operations to 1045 West Eighth Street, located in the Queensgate neighborhood of Cincinnati, where it will invest \$1.1 million in improvements.

The Company has relocated or created 53 full-time equivalent jobs with an associated payroll of \$5,053,476. Following this relocation, the Company will create an additional 48 full-time equivalent jobs with an associated payroll of \$4,254,577 within 3 years for a total of 101 full-time equivalent jobs and \$9,308,053 in associated payroll. These jobs include managers, analysts, engineers, system installers, sales agents, and customer support specialists. By extending this incentive, the City will ensure that the Company will be able to grow locally.

RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance to allow the Project and the corresponding revitalization of the City of Cincinnati and improvement of the City's economic welfare to begin at the earliest possible time.

Attachment: Project Outline and Proposed Incentive

Copy: Markiea L. Carter, Director, Department of Community & Economic Development

Project Outline

Project Name	Waites Sensor Technologies, Inc.
Street Address	1045 West Eighth Street
Neighborhood	Queensgate
Property Condition	Existing Office
Project Type	Relocation and Expansion
Project Cost	Fixed Asset Improvements: \$1.1 million
Jobs and Payroll	Prior to the Determination Date of December 1, 2024: - 53 FTE jobs with \$5,053,476 in payroll After the Determination Date of December 1, 2024: - 48 FTE jobs with \$4,254,577 in payroll Total: - 101 FTE jobs with \$9,308,053 in payroll

Project Image and Site Map



Proposed Incentive

Incentive Type	Job Creation Tax Credit – Non-Reimbursable
Incentive Terms	Credit Period Term: 7 years Employee Retention Period: 3 years Credit Amount: 40% Estimated Term Incentive Value: \$214,431

Public Benefit

Tax Credits Provided to Company	
Jobs Retained - Tax Credit	
# of Jobs Retained (FTE)	53
Total Annual Payroll for Retained Jobs	\$5,053,476
Annual City Earnings Tax Credit from Retained Jobs	\$0
Jobs Created - Tax Credit	
# of Jobs Created (FTE)	48
Total Annual Payroll for New Jobs	\$4,254,577
Annual City Earnings Tax Credit From New Jobs	\$30,633
Tax Credit Calculations	
Retained City Earnings Tax Credit over Term	\$0
New City Earnings Tax Credit over Term	\$214,431
Total City Earnings Tax Credit over Term	\$214,431
Tax Calculation Factors	
Tax Credit for Retained Jobs	0.0%
Tax Credit for New Jobs	40.0%
Length of the Incentive Credit (Years)	7
Retention Period after Incentive Credit (Years)	3
Total Term of the Incentive (Credit Term + Retention Term)	10
City Earnings Tax Rate	1.8%

JCTC-R/JCTC/PIR Offer	
Total City Earnings Tax Generated over Term	\$1,675,450
Estimated Annual Net Profit Tax Due to City over Term	\$0
Less PIR/JCTC-R Payments/Credits to Company	(\$214,431)
Total Net Earnings Taxes Over Term	\$1,461,019

Incentive Leverage (Taxes Received/Incentives Given)	\$6.81
---	---------------

EMERGENCY

TJL

- 2025

APPROVING AND AUTHORIZING the execution of a Job Creation Tax Credit Agreement with Waites Sensor Technologies, Inc., a Delaware corporation, pursuant to which the company agrees to create 48 new jobs at 1045 W. 8th Street in the Queensgate neighborhood of Cincinnati and, for a period of seven years, the City agrees to provide an income tax credit equal to forty percent of City income tax revenue from such new jobs.

WHEREAS, the City seeks to increase employment opportunities and encourage the establishment of new jobs in the City of Cincinnati in order to improve the economic welfare of the City and its citizens, in furtherance of the public purposes enunciated in Article VIII, Section 13 of the Ohio Constitution; and

WHEREAS, Waites Sensor Technologies, Inc. (“Employer”) intends to construct leasehold improvements at its existing facility at 1045 W. 8th Street (the “Project” and the “Project Site”, respectively), which will result in the creation of at least 48 new jobs in the City within three years if certain income tax credit assistance is provided by the City; and

WHEREAS, the City Manager has recommended that Council authorize the execution of a Job Creation Tax Credit Agreement (the “Agreement”) with Employer, in substantially the form attached hereto as Attachment A, which provides for an income tax credit equal to forty percent of income tax revenue from new jobs created by Employer at the Project Site for a term of seven years; and

WHEREAS, the Agreement provides that Employer will spend a minimum of \$1,100,000 to implement the Project at the Project Site; and

WHEREAS, Employer represents and has documented to the City that the income tax credit authorized by the Agreement is a major factor in Employer’s decision to go forward with the Project at the Project Site; and

WHEREAS, the City’s Department of Community and Economic Development estimates that the income tax credit authorized by the Agreement will provide an annual net benefit to Employer in an amount up to \$30,633; and

WHEREAS, the City income tax credit approved by this ordinance is authorized by Sections 718.15 and 718.151 of the Ohio Revised Code; now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That Council approves and authorizes the execution of a Job Creation Tax Credit Agreement (the “Agreement”) with Waites Sensor Technologies, Inc. (“Employer”), in substantially

the form attached hereto as Attachment A, in order to assist Employer in constructing the leasehold improvements at its existing facility at 1045 W. 8th Street, which provides for a City income tax credit equal to forty percent of City income tax revenue from new jobs created by Employer at the project site for a period of seven years, and the creation of 48 new jobs in the City within three years.

Section 2. That Council authorizes the proper City officials to take all necessary and proper actions to fulfill the City's obligations under the Agreement and to enforce the Agreement.

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to allow the Project and the corresponding revitalization of the City of Cincinnati and improvement of the City's economic welfare to begin at the earliest possible time.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk



Contract Number _____

JOB CREATION TAX CREDIT AGREEMENT

This Job Creation Tax Credit Agreement (this "Agreement") is made and entered into as of the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), and WAITES SENSOR TECHNOLOGIES, INC., a Delaware corporation ("Grantee").

RECITALS

- A. The City seeks to increase employment opportunities and to encourage establishment of new jobs within the corporate boundaries of the City of Cincinnati (the "City Boundaries"), in order to improve the economic welfare of the City and its citizens, in furtherance of the public purposes enunciated in Article VIII, Section 13 of the Ohio Constitution.
- B. The City has determined that Grantee will create new jobs within the City Boundaries in connection with a project to be implemented by Grantee at 1045 W. 8th Street, Cincinnati, OH 45203 (the "Project Site"), consisting of the construction of leasehold improvements on the Project Site (the "Project").
- C. Cincinnati Municipal Code ("CMC") Chapter 311 imposes income taxes, including a tax on business net profits. Grantee represents and has documented to the City that the credit authorized by this Agreement against the tax imposed on Grantee's net profits under CMC Chapter 311 (the "City Income Tax Credit") is a major factor in Grantee's decision to go forward with the Project, to offset costs of capital expenditures and/or moving.
- D. The City Income Tax Credit as provided in this Agreement is authorized by Ohio Revised Code ("ORC") Sections 718.15 and 718.151.
- E. The City and Grantee intend that Grantee will implement the Project partly as a result of Grantee cost savings resulting from a forty (40%) City income tax credit applicable to new jobs created by Grantee at the Project Site for a period of 7 years, and thereby create 48 new jobs in the City within 3 years of the Determination Date (as defined below).

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. PRECONDITIONS TO EFFECTIVENESS OF AGREEMENT. Notwithstanding anything to the contrary herein, this Agreement shall be of no force and effect unless and until (1) this Agreement is fully executed by both parties, and (2) the Council of the City of Cincinnati passes an ordinance approving this Agreement, and the ordinance takes effect.
2. CERTAIN DEFINITIONS. As used in this Agreement:
 - (A) "Aggregate Employees" means, for any stated period, the Number of Full-Time Employee Equivalents employed either by Grantee or by a Related Member (as defined in Section 2(N)), calculated with reference to all employees of Grantee and all Related Members of Grantee for which (1) the primary work location is within the City of Cincinnati and (2) Grantee or a Related Member withholds City income taxes.
 - (B) "City Tax Credit Term" means the 7-year term of 2025 through 2031.
 - (C) "Determination Date" means December 1, 2024.

- (D) “Employment Retention Period” means a 10-year period commencing as of the start of the City Tax Credit Term.
- (E) “Grantee’s City-Wide Employees” means, for any stated period, the Number of Full-Time Employee Equivalents employed by Grantee, calculated with reference to all employees of Grantee for which (1) the primary work location is within the City (not limited to the Project Site) and (2) Grantee withholds City income taxes. An employee is considered to have a primary work location within the City if at least fifty-one percent (51%) of the compensation paid by Grantee to that employee is taxed by the City with respect to work performed in the City.
- (F) “Income Tax Revenue” means, for any Tax Year:
- (1) Payments from Grantee to the City in an amount equal to the aggregate amount of earnings taxes withheld on the qualifying wages (as defined in CMC Section 311-9-Q) paid by Grantee to all Aggregate Employees whose primary work location is the Project Site; less
 - (2) Any amounts refunded by the City to Aggregate Employees whose primary work location is the Project Site (pursuant to CMC Chapter 311) relating to qualifying wages (as defined in CMC Section 311-9-Q) paid by Grantee, as such refunds are reported by the City to Grantee from time to time.
- (G) “Initial Tax Year” means the first Tax Year during which Grantee is entitled to a City Income Tax Credit.
- (H) “Minimum Qualifying Wage” means an hourly wage of at least (1) \$12.50 per hour on and after July 1, 2018, (2) \$13.50 per hour on and after January 1, 2019, and (3) \$15.00 per hour on and after July 1, 2019; *provided however*, that if (i) Grantee contributes to any health, vision and/or dental insurance plan; provides retirement benefits; or provides childcare, tuition, or training reimbursement benefits to a New Employee and (ii) the City approves in writing, in its sole and absolute discretion any such contribution, retirement, or reimbursement benefit, then the hourly cash value of any such City-approved benefit shall be added to the New Employee’s base monetary hourly wage for the purposes of calculating that New Employee’s hourly wage under this definition.
- (I) “Net Number of New Employees” means, for any Tax Year, the lesser of:
- (1) The average Number of New Employees over the twelve (12) months of that Tax Year; or
 - (2) The remainder computed by subtracting (a) the Baseline City-Wide Employment Level from (b) the average number of Grantee’s City-Wide Employees over the twelve (12) months of that Tax Year; or
 - (3) The remainder computed by subtracting (a) the Baseline Aggregate Employment Level from (b) the average number of Aggregate Employees over the twelve (12) months of that Tax Year.
- Computations of an “average number” of employees, as required by this Agreement, shall be made and documented by Grantee in a manner subject to approval by the City, such approval not to be unreasonably withheld.
- (J) “New Employee” means an employee of Grantee that meets all of the following criteria during the applicable Tax Year: (i) has a primary work location is the Project Site, (ii) is first employed by Grantee within the City Boundaries after the Determination Date, and (iii) is paid at least the Minimum Qualifying Wage by Grantee at all times during the applicable Tax Year. An employee is considered to have a primary work location at the Project Site if at least fifty-one percent (51%) of the compensation paid by Grantee to that employee is taxed by the City with respect to work performed at the Project Site. “New Employees” may include employees of Grantee employed in employment positions that were relocated to the Project Site from other operations of Grantee (or of a Related Member) outside of the City Boundaries.
- (K) “New Income Tax Revenue” means, for any Tax Year, the lesser of:
- (1) Income Tax Revenue in such Tax Year relating only to New Employees; or

- (2) The amount computed by multiplying (a) the Net Number of New Employees for such Tax Year by (b) the average amount of Income Tax Revenue received by the City in such Tax Year per New Employee (which average amount is computed by dividing (x) the total Income Tax Revenue for such Tax Year relating only to New Employees by (y) the monthly average of Number of New Employees (determined on a twelve (12) month basis) employed during such Tax Year.
- (L) “Number of Full-Time Employee Equivalents” means one fortieth (1/40) of the total number of compensated hours worked in a work week by permanent employees that are paid at least the Minimum Qualifying Wage for the duration of the applicable Tax Year (whether full-time or part-time), provided that the hours included in the calculation may not exceed forty (40) per week for any individual employee.
- (M) “Number of New Employees” means, for any stated period, the Number of Full-Time Employee Equivalents employed in that period, calculated only with reference to hours worked by New Employees.
- (N) “Related Member” means any of Grantee’s “related members” (as defined in ORC Section 122.171(A)(7)) that has at least one employee whose primary work location is within the City Boundaries (not limited to the Project Site), including those “related members” that begin operations within the City Boundaries on or after the Effective Date.
- (O) “Tax Year” means the fiscal year used by Grantee to compute net profits under CMC Chapter 311.

3. PROJECT; JOB CREATION AND RETENTION.

- (A) Grantee Representations. Grantee represents that:
 - (1) The monthly average of the Number of Full-Time Employee Equivalents employed by Grantee, for whom the Project Site was the primary work location, for the three (3) full calendar month period immediately prior to the Determination Date was 53.
 - (2) The monthly average of Grantee’s City-Wide Employees for the three (3) full calendar month period immediately prior to the Determination Date was 53 (the “Baseline City-Wide Employment Level”).
 - (3) The monthly average of Aggregate Employees for the three (3) full calendar month period immediately prior to the Determination Date was 53 (the “Baseline Aggregate Employment Level”).
 - (4) Related Members of Grantee with any employees whose primary work location is within the City Boundaries as of the Effective Date (and the Related Members’ Cincinnati addresses and Federal Tax Identification Numbers) consist of the following: NONE.
 - (5) Grantee shall give written notice to the City of any Related Member that begins operations within the City Boundaries on or after the Effective Date.
 - (6) Grantee has employment procedures in place to monitor when its employees are performing work from home or remotely from a location other than the Project Site, and the amount of time spent working remotely that sufficiently enables Grantee to track Grantee’s employees to determine their eligibility for consideration as City-Wide Employees, Aggregate Employees or New Employees for purposes of this Agreement, which information is collected and will be reported to the City in a manner acceptable to the City (“Remote Work Tracking”), as required in Section 7.
- (B) Minimum Expenditures. Grantee agrees to expend a minimum of \$1,100,000 on or before the date that is three (3) years from the Effective Date to accomplish the Project.
- (C) Minimum Number of New Employees. Within 3 years from the Determination Date, Grantee agrees to employ a Number of New Employees at the Project Site equal to at least 48. Grantee agrees that the aggregate annual wages of the New Employees will be equal to at least \$ \$4,254,577.

- (D) Relocation of Employment Positions from Elsewhere in Ohio. Grantee may not relocate a substantial number of employment positions from elsewhere in Ohio (i.e., outside the City) unless the Director of the Department of Community and Economic Development determines that the legislative authority of the county, township, or municipal corporation from which the employment positions would be relocated has been notified by Grantee of the relocation.
- (E) Employment Retention by Grantee.
- (1) During each year of the Employment Retention Period, Grantee agrees to maintain a monthly average of Aggregate Employees equal to or greater than the Baseline Aggregate Employee Level.
 - (2) During each of the first three (3) years of the City Tax Credit Term, Grantee agrees to maintain a monthly average of Grantee's City-Wide Employees equal to or greater than the Baseline City-Wide Employee Level.
 - (3) Beginning with the fourth (4th) year of the City Tax Credit Term and continuing during each subsequent year of the Employment Retention Period, Grantee agrees to maintain an average Net Number of New Employees of at least ninety percent (90%) of the highest Net Number of New Employees reported by Grantee in calculating the City Income Tax Credit in any prior Tax Year during the City Tax Credit Term.

Grantee acknowledges and agrees that the obligations of Grantee under this Agreement may be affected by decisions of the Related Members, as the City's agreement to provide the City Income Tax Credit authorized herein is conditioned on maintenance of the existing employment within the City Boundaries by both Grantee and the Related Members.

- (F) City Residents; Referral Procedure for New Hires. Grantee agrees to use its best efforts to fill at least seventy-five percent (75%) of the new jobs created in connection with the Project with employees residing within the City Boundaries (the "City Resident Hiring Goal"). In furtherance of such goal, Grantee shall implement the following procedures:
- (1) City Representative. In its efforts to meet the City Resident Hiring Goal, Grantee agrees to request referrals from the OhioMeansJobs Center (or such other agency as the City Manager may designate) when positions need to be filled. A representative of the personnel office of Grantee will meet periodically with a representative of the OhioMeansJobs Center (the "City Representative") to assess Grantee's future employment needs and to assure that qualified applicants can be recruited and trained in a timely manner.
 - (2) Initial Positions. As soon as practicable after execution of this Agreement, and no later than ninety (90) days prior to the earlier of (a) the scheduled initial occupancy of the Project or completion of renovation or expansion or (b) the date when the following employment positions will be filled, Grantee agrees to notify the City Representative of the following: (i) the number of new employees that will be required, and the date when the positions must be filled; (ii) the training, qualifications and experience required for the individuals who will fill the positions; and (iii) the name, address and telephone number of the person responsible for hiring. For positions requiring customized training, Grantee agrees to provide such notice as far in advance of such ninety-day period as is practicable.
 - (3) City Referrals. The City Representative shall, within thirty (30) days after receiving such notification from Grantee, submit in writing the following: (a) the positions for which the City intends to make referrals; (b) the names and qualifications of referred applicants for each position available; and (c) the date when these applicants will be available for interview. For positions requiring customized training, however, such information may be submitted to Grantee up to thirty (30) days prior to the date that such positions are to be filled.
 - (4) Interviews. Grantee agrees to interview those applicants who are referred by the City Representative and shall consider for employment those applicants Grantee finds to be qualified for an available position. If (a) the City Representative informs Grantee that it does not intend to make referrals for a position, (b) the City Representative fails to refer applicants who are available for interview for a position in accordance with this subsection or (c) the applicants referred for a position are deemed not qualified by Grantee, then

Grantee may hire individuals from other sources for such position, without any further obligations or restrictions hereunder as to such position.

- (5) Subsequent Positions. During the three (3) year period following the date upon which this Agreement becomes effective, if Grantee needs to fill a vacant employment position (either from attrition or an increase in employment), Grantee agrees to notify the City Representative for an additional referral of applicants. Grantee, however, is under no obligation to postpone the hiring of a new employee pending receipt of referrals from the City Representative. If the position is still vacant at the time referrals are received from the City Representative, Grantee shall interview those applicants who are referred by the City Representative and shall consider for employment those applicants Grantee finds to be qualified for an available position.
- (6) Continuation of Referral Procedure. If Grantee and the City agree that this referral process has been mutually beneficial, the parties shall continue the process after the three (3) year period.

4. CITY INCOME TAX CREDIT.

- (A) Credit Requirements. Subject to the terms and conditions of this Agreement, for each Tax Year during the City Tax Credit Term in which Grantee has claimed the City Income Tax Credit on an income tax return filed directly with the City with respect to its net profits and is otherwise in full compliance with all requirements under both CMC Chapter 311 and this Agreement, Grantee shall be allowed to apply the City Income Tax Credit stated in this Section against the tax imposed on Grantee's net profits under CMC Chapter 311. The City Income Tax Credit shall be applied in accordance with any applicable rules and regulations (consistent with this Agreement) that may be adopted by the Board of Review (as defined in CMC Section 311-9-B1).
- (B) Amount of Credit. The amount of the City Income Tax Credit shall be forty percent (40%) of any New Income Tax Revenue in a given Tax Year. The City Income Tax Credit shall be applied against net profits tax due to the City (pursuant to CMC Chapter 311) from Grantee for such Tax Year. The City Income Tax Credit shall be allowed only after the allowance of all other credits and deductions under CMC Chapter 311. If the City Income Tax Credit exceeds Grantee's tax liability for such Tax Year, the City Income Tax Credit shall not be refunded to Grantee or carried back to previous Tax Years, but may be carried forward up to five (5) Tax Years; provided, however, that such City Income Tax Credit shall not be carried forward beyond the tenth (10th) Tax Year (for the purposes of such calculations, the Initial Tax Year shall be the first (1st) Tax Year).
- (C) Related Members. Grantee acknowledges and agrees that the City Income Tax Credit calculated under this Agreement will be reduced to the extent that reductions in the number of Aggregate Employees of both Grantee and the Related Members affect the calculation of Net Number of New Employees.

5. COVENANT AS TO OUTSTANDING LIABILITIES; INSPECTION OF RECORDS; FALSE STATEMENTS. In accordance with ORC Section 9.66, (A) Grantee affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or to a political subdivision of the State; (2) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (3) any other moneys to the State, a State agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a court of law or not; (B) Grantee authorizes the City and/or the State to inspect the personal financial statements of Grantee, including tax records and other similar information not ordinarily open to public inspection; and (C) Grantee authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and or other State departments in connection with the above statements. As provided by statute, a knowingly false statement under this Section may be prosecuted as a first-degree misdemeanor under ORC Section 2921.13, may render Grantee ineligible for any future economic development assistance from the State or any political subdivision of the State and will result in the City requiring Grantee's repayment of any assistance provided by the City in connection with the Project.

6. TERMINATION; REIMBURSEMENT FOR DEFAULT.

- (A) Suspension or Termination of the City Income Tax Credit. Subject to the provisions of subsections (B) and (C) below, if the City provides Grantee with written notice of an event of default under this Agreement, and such default is not cured to the City's satisfaction within thirty (30) days of such notice, the City shall suspend or terminate the City Income Tax Credit hereunder and may, in the City's sole discretion, take such other measures as may be lawful (including suing for specific performance). Except as provided in subsections (B) or (C) below, such suspension or termination shall only affect City Income Tax Credits otherwise allowable after the date of suspension or termination.
- (B) Grantee's Failure to Comply with Job Creation and Retention Obligations. If the City provides Grantee with written notice of an event of default under Section 3(C) or 3(E), and such default is not cured to the City's satisfaction within thirty (30) days of such notice, the City may, in its sole discretion, require Grantee to pay to the City all or a portion of the City Income Tax Credits previously claimed under this Agreement. For the avoidance of doubt, the City shall have the ability to exercise its rights under this Section with respect to each event of default under Section 3(C) or 3(D) (i.e. in the event that Grantee defaults under Section 3(C) or 3(D) in multiple Tax Years, the City may require Grantee to pay to the City all or a portion of the City Income Tax Credits previously claimed and not repaid under this Agreement after each event of default).
- (C) Grantee's Failure to Comply with Outstanding Liability Obligations. If the City provides Grantee with written notice of an event of default under Section 5, the City may, after giving Grantee an opportunity to explain such default, require Grantee to pay to the City all or any portion of the City Income Tax Credits previously claimed under this Agreement. For the avoidance of doubt, the City shall have the ability to exercise its rights under this Section with respect to each event of default under Section 5 (i.e. in the event that Grantee defaults under Section 5 in multiple Tax Years, the City may require Grantee to pay to the City all or a portion of the City Income Tax Credits previously claimed and not repaid under this Agreement after each event of default).
- (D) Reimbursement. Grantee hereby agrees (i) to make any payments required by the City under this Section within thirty (30) days of written demand by the City and (ii) in the event that the City refunds any Income Tax Revenue in a subsequent Tax Year for which a City Income Tax Credit was previously granted pursuant to this Agreement (the "Refund Amount"), then no later than thirty (30) days following Grantee's receipt of written notice from the City (the "City's Notice"), Grantee will either (a) pay an amount equal to the Refund Amount to the City, as detailed in the City's Notice or (b) deliver written notice to the City that Grantee will reduce its future City Income Tax Credits by the Refund Amount, such reduction to begin with the first City Income Tax Credit Grantee is eligible to receive pursuant to this Agreement following Grantee's receipt of the City's Notice. In the event that Grantee fails to make a timely election pursuant to the foregoing sentence, then the City may, in its sole and absolute discretion, reduce the amount of any future City Income Tax Credits by the Refund Amount, charge interest on the Refund Amount, terminate this Agreement, and/or take any and all other actions available to the City pursuant to this Agreement and applicable law. Amounts due and not paid when due shall bear interest at the rate specified in ORC Section 1343.03(A) (as such rate is in effect on the date of the applicable payment demand by the City). Grantee hereby expressly waives the statute of limitations period contained in CMC Chapter 311 with respect to any such demand and payment.
- (E) No City Income Tax Credit if Grantee not in Full Compliance. Notwithstanding anything to the contrary in this Agreement, Grantee shall not be allowed a City Income Tax Credit hereunder (including any credit carried forward from prior tax years) in any Tax Year in which Grantee is not in full compliance with all requirements of this Agreement.

7. SUBMISSION OF ANNUAL REPORTS. During the Employment Retention Period, Grantee shall submit to the City an annual progress report documenting the Number of Full-Time Employee Equivalents at the Project Site, the number of Grantee's City-Wide Employees, the number of Aggregate Employees, the Net

Number of New Employees, the New Income Tax Revenue, the hourly wages and any related Grantee-paid benefits claimed as part of a Minimum Qualifying Wage for each New Employee for the duration of the applicable Tax Year, the time spent working remotely through Grantee's Remote Work Tracking, and any other information that the City deems relevant to this Agreement. The report shall include computations of necessary employment information for Grantee and the Related Members for the report period, and the City may, in its discretion, require that the report be submitted in a certain format and manner (e.g., submission of a particular electronic file format, mailing a hard copy, etc.). Grantee agrees to furnish the progress report to the City no later than the first business day of May following each year during the Employment Retention Period. The annual report, as submitted, must be certified as accurate and signed by (A) an independent certified public accountant licensed to do business in the state of Ohio (an "ICPA"), (B) the Chief Executive Officer of Grantee and (C) the Chief Financial Officer of Grantee; provided, however, that (1) reports for any or all of the initial two Tax Years may be submitted without certification and signature of an ICPA, so long as Grantee's report for the third Tax Year includes an ICPA certification and signature for all Tax Years in which a City Income Tax Credit has been claimed without previous certification by an ICPA and (2) after the report for the third Tax Year, the ICPA certification and signature need not be provided more frequently than once every two years, so long as each ICPA certification and signature applies both to the current reported Tax Year and any previous Tax Year in which a City Income Tax Credit has been claimed without previous certification by an ICPA. If the report is approved by the City as demonstrating compliance with this Agreement, a certificate of verification from the City will be sent to Grantee and the Tax Commissioner (as defined in CMC Section 311-9-T2) within thirty (30) days after receipt of the annual report. Failure to submit an annual report within the time periods specified herein will be considered a default and may result in termination of this Agreement.

8. SMALL BUSINESS ENTERPRISE PROGRAM AND EQUAL EMPLOYMENT OPPORTUNITY PROGRAM.

- (A) Small Business Enterprise Program Policy. The policy of the City is that a fair share of contracts be awarded to Small Business Enterprises (as such term is defined in CMC Section 323-1, "SBEs"). Pursuant to CMC Section 323-7, the City's annual goal for SBE participation shall be thirty percent (30%) of the City's total dollars spent for construction (as such term is defined in CMC Section 323-1), supplies (as such term is defined in CMC Section 323-1), services (as such term is defined in CMC Section 323-1) and professional services (as such term is defined in CMC Section 323-1). Accordingly, Grantee shall use its best efforts and take affirmative steps to achieve the City's goal of voluntarily meeting thirty percent (30%) SBE participation. A list of SBEs may be obtained from the City's Department of Economic Inclusion. Grantee may refer interested firms to the City's Department of Economic Inclusion for review and possible certification as an SBE. Grantee shall comply with the provisions of CMC Chapter 323, including without limitation taking at least the following affirmative steps:
- (1) Including qualified SBEs on solicitation lists.
 - (2) Assuring that SBEs are solicited whenever they are potential sources. Grantee must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts, as applicable.
 - (3) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.
 - (4) If any subcontracts are to be let, Grantee shall require the prime contractor (if different from Grantee) to take the above affirmative steps.
 - (5) Prior to the commencement of work under any subcontracts, Grantee shall provide to the City a list of such subcontractors, including information as to the dollar amount of the subcontracts and such other information as may be requested by the City. Grantee shall update the report monthly.
 - (6) Grantee shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by submitting such information as may be requested from time to time by the City.
- (B) Small Business Enterprise Program Remedies. Failure of Grantee or its contractors and subcontractors to take the affirmative steps specified above, to provide fair and equal opportunity to

SBEs, or to provide technical assistance to SBEs as may be necessary to reach SBE participation as set out in CMC Chapter 323 may be construed by the City as failure of Grantee to use its best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this Section. The provisions of CMC Section 323-99 are hereby incorporated by reference into this Agreement.

- (C) Equal Employment Opportunity Program. This Agreement is subject to and hereby incorporates the provisions of the Equal Employment Opportunity Program set forth in CMC Chapter 325 (including, without limitation, CMC Section 325-9).
- (D) Further Information. Details concerning both the SBE Program and the Equal Employment Opportunity Program can be obtained from the City's Department of Economic Inclusion, Two Centennial Plaza, 805 Central Avenue, Suite 222, Cincinnati, Ohio 45202, (513)352-3144.
9. RECORDS, ACCESS AND MAINTENANCE. Throughout the period required by CMC Section 311-81, Grantee agrees to establish and maintain such records as are necessary to document compliance with this Agreement (including but not limited to, financial reports, payroll records, documentation with respect to any Grantee-paid benefits claimed as part of a Minimum Qualifying Wage, intake and participant information and all other relevant information). For the three (3) year period following the end of the Employment Retention Period, Grantee agrees to maintain records of the amounts of City Income Tax Credits claimed and allowed. The parties further agree that records with respect to any audit disallowances, litigation or dispute between the City and Grantee shall be maintained for the time needed for the resolution of said disallowance, litigation or dispute, and that in the event of early termination of this Agreement (or if for any other reason the City shall require a review of the records related to the Project), Grantee shall, at its own cost and expense, segregate all such records related to the Project and this Agreement (or copies thereof) from its other records of operation.
10. AUDITS AND INSPECTIONS. At any time during normal business hours upon written notice and as often as the City may deem necessary, Grantee shall make available to the City and to appropriate State agencies or officials all records of Grantee and the Related Members with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment, and shall permit the City to audit, examine and make excerpts or transcripts from such records.
11. FORBEARANCE NOT A WAIVER. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the City of any of its rights hereunder.
12. COMPLIANCE WITH IMMIGRATION AND NATIONALITY ACT. In the performance of its obligations under this Agreement, Grantee agrees to comply with the provisions of the Immigration and Nationality Act codified at 8 U.S.C. §§ 1324a(a)(1)(A) and (a)(2). Any noncompliance with such provisions shall be solely determined by either the federal agencies authorized to enforce the Immigration and Nationality Act or the U.S. Attorney General, in accordance with Executive Order 12989 of the U.S. President dated February 13, 1996, and as amended by Executive Order 13465 of the U.S. President dated June 6, 2008.
13. INDEMNIFICATION. Grantee shall indemnify, defend and save the City, its agents and employees harmless from and against any and all losses, claims, damages, liabilities, costs or expenses (including reasonable fees, disbursements, settlement costs and other charges of counsel) imposed on, incurred by or asserted against any of them in connection with any litigation, investigation, claim or proceeding commenced or threatened related to the negotiation, preparation, execution, delivery, enforcement, performance or administration of this Agreement, any other documents related to this Agreement or any undertaking or proceeding related to any of the transactions contemplated hereby or thereby or any act, omission, event or transaction related or attendant thereto, including amounts paid in settlement, court costs and the fees and expenses of counsel, except that Grantee shall not have any obligation under this Section to the extent that such losses, claims, damages, liabilities, costs or expenses do not result from an act or omission by Grantee. To the extent that the undertaking to indemnify, pay and hold harmless set forth in this Section may be unenforceable because it violates any law or public policy, Grantee shall pay the maximum portion which

it is permitted to pay under applicable law to the City in satisfaction of indemnified matters under this Section. To the extent permitted by applicable law, neither Grantee nor the City shall assert, and each of Grantee and the City hereby waives, any claim against either Grantee or the City, as applicable, on any theory of liability for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other documents related to this Agreement or any undertaking or transaction contemplated hereby. All amounts due under this Section shall be payable upon demand. The foregoing indemnity shall survive the termination of this Agreement.

14. CITY IDENTIFICATION IN MARKETING MATERIALS. Grantee shall acknowledge the financial support of the City with respect to this Agreement in all printed materials (including but not limited to informational releases, pamphlets and brochures, construction signs, project and identification signage and stationary) and any publicity (such as but not limited to materials appearing on the Internet, television, cable television, radio or in the press or any other printed media). In identifying the City as a funding source, Grantee shall use either the phrase "Funded by the City of Cincinnati" or a City of Cincinnati logotype or other form of acknowledgement that has been approved in advance in writing by the City. Grantee's obligations under this Section shall be in effect throughout the term of this Agreement.
15. CONFLICT OF INTEREST. Grantee agrees that no officer, employee or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, nor any immediate family member, close business associate or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in Grantee or in this Agreement and Grantee shall take appropriate steps to assure compliance.
16. MISCELLANEOUS.
 - (A) Relocation of Project Site Within the City. During the term of the Tax Credit, Grantee may change the location of the Project Site to another location, but only within the City of Cincinnati's corporate boundaries.
 - (B) Governing Law. This Agreement shall be governed by the laws of the State as to all matters, including but not limited to matters of validity, construction, effect and performance.
 - (C) Forum and Venue. All actions regarding this Agreement shall be brought in a court of competent subject matter jurisdiction in Hamilton County, Ohio.
 - (D) Entire Document. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.
 - (E) Severability. If any provisions of this Agreement are declared by final non-appealable court order to be unlawful or invalid under applicable law, then such order shall not invalidate the remainder of this Agreement not found to be unlawful or invalid and shall not create any liability to the City resulting from the unlawfulness or invalidity of such provisions. Any provision so declared to be unlawful or invalid shall, if possible, be construed in a manner which will give effect to the terms of such provision to the fullest extent possible while remaining lawful and valid.
 - (F) Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned or subcontracted by Grantee without the prior express written consent of the City.
 - (G) Successor in Interest. Each and all of Grantee's obligations under this Agreement shall extend to and bind not only Grantee, but its successors and assigns. Only in the case of assignment consented to by the City (as provided in subsection (F) above), Grantee's benefits hereunder shall inure to the benefit of any approved assignee.

(H) Certification as to Non-Debarment. Grantee represents that neither it nor any of its principals is presently debarred by any federal, state, or local government agency. In completing the Project, Grantee shall not solicit bids from any contractors or subcontractors who are identified as being debarred by any federal, state, or local government agency. If Grantee or any of its principals becomes debarred by any federal, state, or local government agency during the term of this Agreement, Grantee shall be considered in default under this Agreement.

(I) Notices. All notices, consents, demands, requests and other communications given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by mail, registered or certified, to the addresses set forth hereunder, or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

To the City:

City of Cincinnati
801 Plum Street, Room 152
Cincinnati, Ohio 45202
Attention: City Manager

with a copy to:

City of Cincinnati
Centennial Plaza Two, Suite 700
805 Central Avenue
Cincinnati, Ohio 45202
Attention: Director, Department of Community and Economic Development

To Grantee:

Waites Sensor Technologies, Inc.
1045 W. 8th Street,
Cincinnati, OH 45203
Attention: Ray Ratan, Chief Fiscal Officer

with a copy to:

Waites Sensor Technologies, Inc.
20 W. 11th Street,
Covington, KY 41011
Attention: Laura Adelman, In-House Counsel

If Grantee sends a notice to the City alleging that the City is in breach of this Agreement, Grantee shall simultaneously send a copy of such notice by U.S. certified mail to: City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202, Attention: City Solicitor.

(J) Wage Enforcement. This Agreement is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any person who has an agreement with the City, or a contractor or subcontractor of that person, shall report all complaints or adverse determinations of Wage Theft and Payroll Fraud (as defined in Chapter 326 of the Cincinnati Municipal Code) against the person, contractor or subcontractors to the Department of Economic Inclusion within 30 days of notification of the complaint or adverse determination. Under the Wage Enforcement provisions, the City shall have the authority, under certain circumstances, to terminate this Agreement or reduce the incentives or subsidies to be provided under this Agreement and to seek other remedies.

- (K) Legal Requirements. In completing and operating the Project, and in undertaking the matters contemplated by this Agreement, Grantee shall comply with all applicable statutes, ordinances, regulations, and rules of the government of the United States, State of Ohio, County of Hamilton, and City of Cincinnati.
 - (L) Counterparts and Electronic Signatures. This Agreement may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by electronic signature.
17. FEES. Grantee shall pay to the City (i) within 10 days following the Effective Date, an initial administrative fee in connection with the City's application, underwriting, processing and documentation costs equal to \$3,000.00, and (ii) concurrently with the submission of each required annual report under Section 7, an annual monitoring, review and administration fee of \$2,000.00.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below, the latest date of which shall be the "Effective Date."

WAITES SENSOR TECHNOLOGIES, INC.,
a Delaware corporation,

By: _____

Printed Name: _____

Title: _____

Date: _____, 2025

As authorized by corporate resolution dated _____, 20__

CITY OF CINCINNATI,
an Ohio municipal corporation

By: _____

Sheryl M.M. Long, City Manager

Date: _____

Approved as to Form:

Assistant City Solicitor

Certification of Funds:

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____

Karen Alder, City Finance Director

Date: April 30, 2025

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202500926

Subject: **Liquor License – NEW**

FINAL RECOMMENDATION REPORT

OBJECTIONS: The Cincinnati Police Department

This is a report on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for the following:

APPLICATION: 8805741
PERMIT TYPE: NEW
CLASS: D5
NAME: TASTE OF BOUJIE LLC
DBA: NONE LISTED
5841 HAMILTON AVE
CINCINNATI OH 45224

As of today's date, the Buildings and Inspections Department has declined comment on their investigation.

On March 31, 2025, the College Hill Forum was notified and does not object.

Police Department Recommendation

Objection No Objection

David M. Laing, Assistant City Prosecutor

Law Department - Recommendation

Objection No Objection

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: May 23, 2025.

Date: April 30, 2025

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202500927

Subject: **Liquor License – TRFO**

FINAL RECOMMENDATION REPORT

OBJECTIONS: The Cincinnati Police Department

This is a report on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for the following:

APPLICATION: 20298070025
PERMIT TYPE: TRFO
CLASS: D1, D2, D3, D3A, & D6
NAME: DELIGHTMORE LLC
115 E 5TH ST & BSMT STORAGE RM
CINCINNATI OH 45202

DBA: NONE LISTED

As of today's date, the Buildings and Inspections Department has declined comment on their investigation.

On April 4, 2025, the College Hill Forum was notified and does not object.

Police Department Recommendation
 Objection No Objection

David M. Laing, Assistant City Prosecutor
Law Department - Recommendation
 Objection No Objection

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: May 9, 2025.

Date: April 30, 2025

To: Mayor and Members of City Council
From: Sheryl M. M. Long, City Manager
Subject: **Liquor License – TRFO**

202500928

FINAL RECOMMENDATION REPORT

OBJECTIONS: None

This is a report on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for the following:

APPLICATION: 76432140020
PERMIT TYPE: TRFO
CLASS: D1, D2, D3, & D6
NAME: SSA GROUP LLC
AKA SSA OHIO LLC
DBA: CINCINNATI ZOO
3400 VINE ST
CINCINNATI OH 45220

As of today's date, the Buildings and Inspections Department has declined comment on their investigation.

On April 1, 2025, the College Hill Forum was notified and does not object.

Police Department Recommendation
 Objection No Objection

David M. Laing, Assistant City Prosecutor
Law Department - Recommendation
 Objection No Objection

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: May 23, 2025.

Date: April 30, 2025

To: Mayor and Members of City Council
From: Sheryl M. M. Long, City Manager
Subject: **Liquor License – TRFX**

202500929

FINAL RECOMMENDATION REPORT

OBJECTIONS: None

This is a report on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for the following:

APPLICATION: 5628680
PERMIT TYPE: TREX
CLASS: D5 & D6
NAME: MASS GRILL RESTAURANT
& SPORTS BAR INC
DBA: NONE LISTED
5548 COLERAIN AVE
CINCINNATI OH 45239

As of today's date, the Buildings and Inspections Department has declined comment on their investigation.

On March 28, 2025, the College Hill Forum was notified and does not object.

Police Department Recommendation
 Objection No Objection

David M. Laing, Assistant City Prosecutor
Law Department - Recommendation
 Objection No Objection

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: May 20, 2025.

April 23, 2025

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager 202500815

Subject: Ordinance – OES: Recycling Partnership Grant for Multifamily Housing

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for and accept a grant valued at up to \$280,000 from The Recycling Partnership, which includes a monetary grant of up to \$155,000 and a grant of in-kind services valued at up to \$125,000; **AUTHORIZING** the City Manager to appropriate up to \$155,000 of the grant resources to provide recycling collection, education, and supplies to residents at large, multifamily properties in Cincinnati; and **AUTHORIZING** the Director of Finance to deposit up to \$155,000 of the grant resources into Environment and Sustainability Fund revenue account no. 436x8571, Office of Environment and Sustainability project account no. 25RPGrant, “2025 Recycling Partnership Grant.”

This Ordinance authorizes the City Manager to apply for and accept a grant valued at up to \$280,000 from The Recycling Partnership, which includes a monetary grant of up to \$155,000 and grant of in-kind services valued at up to \$125,000. This Ordinance also authorizes the City Manager to appropriate up to \$155,000 of the grant resources to provide recycling collection, education, and supplies to residents at large, multifamily properties in Cincinnati. Finally, this Ordinance authorizes the Director of Finance to deposit up to \$155,000 of the grant resources into Environment and Sustainability Fund revenue account no. 436x8571, Office of Environment and Sustainability project account no. 25RPGrant, “2025 Recycling Partnership Grant.”

Up to \$155,000 of the grant resources may be used to support multifamily recycling efforts, including the purchase of interior bins and outreach materials, staffing and supplies, and consulting services. In-kind services valued at up to \$125,000 will support the City’s planning, implementation, and recycling outreach efforts.

This grant requires a 25% local match of up to \$38,750, which will be provided from Office of Environment and Sustainability General Fund non-personnel operating budget account no. 050x104x7200. No new FTEs/full time equivalents are required.

The City was invited to apply for the grant and has already submitted its application, but no resources will be accepted without City Council approval.

Expanding recycling access to include multifamily properties supports the “Zero Waste” focus area goal to “[i]ncrease waste diversion 10% by 2028” and strategy to

“[i]ncrease access to recycling for multi-family building residents” as described on pages 152-155 of the 2023 Green Cincinnati Plan.

Providing recycling collection, education, and supplies at large, multifamily properties is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” and strategy to “[c]reate a healthy environment and reduce energy consumption” as described on pages 181-185 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director



Attachment

AUTHORIZING the City Manager to apply for and accept a grant valued at up to \$280,000 from The Recycling Partnership, which includes a monetary grant of up to \$155,000 and a grant of in-kind services valued at up to \$125,000; **AUTHORIZING** the City Manager to appropriate up to \$155,000 of the grant resources to provide recycling collection, education, and supplies to residents at large, multifamily properties in Cincinnati; and **AUTHORIZING** the Director of Finance to deposit up to \$155,000 of the grant resources into Environment and Sustainability Fund revenue account no. 436x8571, Office of Environment and Sustainability project account no. 25RPGGrant, “2025 Recycling Partnership Grant.”

WHEREAS, a grant of up to \$280,000 is available from The Recycling Partnership to provide recycling collection, education, and supplies to residents at large, multifamily properties in Cincinnati, which includes a monetary grant of up to \$155,000 and a grant of in-kind services valued at up to \$125,000; and

WHEREAS, over fifty percent of Cincinnati residents live in multifamily housing, which often does not have easy access to recycling, and this grant will help bring convenient recycling access to multifamily housing residents in Cincinnati; and

WHEREAS, up to \$155,000 of the grant resources may be used to support multifamily recycling efforts, including the purchase of interior bins and outreach materials, staffing and supplies, and consulting services; and

WHEREAS, the grant also includes in-kind services valued at up to \$125,000 to support the City’s planning, implementation, and recycling outreach efforts; and

WHEREAS, this grant requires a 25 percent local match of up to \$38,750, which will be provided from Office of Environment and Sustainability General Fund non-personnel operating budget account no. 050x104x7200; and

WHEREAS, there are no new FTEs/full time equivalents associated with this grant; and

WHEREAS, the City was invited to apply for this grant and has already submitted its application, but no grant resources will be accepted without Council approval; and

WHEREAS, expanding recycling access to include multifamily properties supports the “Zero Waste” focus area goal to “[i]ncrease waste diversion 10% by 2028” and strategy to “[i]ncrease access to recycling for multi-family building residents” as described on pages 152-155 of the 2023 Green Cincinnati Plan; and

WHEREAS, providing recycling collection, education, and supplies at large, multifamily properties is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” and strategy to “[c]reate a healthy environment and reduce energy consumption” as described on pages 181-185 of Plan Cincinnati (2012); now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That the City Manager is authorized to apply for and accept a grant valued at up to \$280,000 from The Recycling Partnership, which includes a monetary grant of up to \$155,000 and a grant of in-kind services valued at up to \$125,000.

Section 2. That the City Manager is authorized to appropriate up to \$155,000 of the grant resources to provide recycling collection, education, and supplies to residents at large, multifamily properties in Cincinnati.

Section 3. That the Director of Finance is authorized to deposit the grant resources into Environment and Sustainability Fund revenue account no. 436x8571, Office of Environment and Sustainability project account no. 25RPGrant, “2025 Recycling Partnership Grant.”

Section 4. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of the grant and Sections 1 through 3.

Section 5. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

April 23, 2025

To: Mayor and Members of City Council

202500821

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – Police: March 2025 TechCred Grant

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$3,388 from the State of Ohio Department of Development’s TechCred Credential Reimbursement Program to reimburse Cincinnati Police Department General Fund non-personnel operating budget account no. 050x227x72000 for eligible costs incurred by the Cincinnati Police Department in providing its employees with technology-focused credentials; and **AUTHORIZING** the Director of Finance to deposit the grant funds into General Fund revenue account no. 050x8533.

This Emergency Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant of up to \$3,388 from the State of Ohio Department of Development’s TechCred Credential Reimbursement Program to reimburse Cincinnati Police Department General Fund non-personnel operating budget account no. 050x227x7200 for eligible costs incurred by the Cincinnati Police Department in providing its employees with technology-focused credentials. This Emergency Ordinance also authorizes the Director of Finance to deposit the grant funds into General Fund revenue account no. 050x8533.

While the program does not require matching funds, an agency contribution is preferred and favored. As such, CPD intends to provide matching funds of up to \$2,647, which will be provided from the General Fund for travel costs associated with the training for seven employees.

The grant application deadline was March 31, 2025, and the City has already applied for the grant, but no funds will be accepted without City Council approval. There are no new FTEs/full time equivalents associated with this grant.

Acceptance of this grant is in accordance with the “Live” goal to “[c]reate a more livable community” as described on pages 156-162 of Plan Cincinnati (2012).

The reason for the emergency is to ensure timely acceptance of any reimbursement awarded.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director



Attachment

EMERGENCY

JWF

-2025

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$3,388 from the State of Ohio Department of Development’s TechCred Credential Reimbursement Program to reimburse Cincinnati Police Department General Fund non-personnel operating budget account no. 050x227x7200 for eligible costs incurred by the Cincinnati Police Department in providing its employees with technology-focused credentials; and **AUTHORIZING** the Director of Finance to deposit the grant funds into General Fund revenue account no. 050x8533.

WHEREAS, the TechCred Credential Reimbursement Program (“TechCred”) is designed to elevate the skills of Ohio’s workforce by reimbursing employers for costs associated with employees’ acquisition of technology-focused, industry-recognized credentials that can be acquired in one year or less from external training providers; and

WHEREAS, TechCred reimburses employers a portion of their costs for employees to acquire eligible credentials, but limits the maximum reimbursement provided by the program per credential; and

WHEREAS, TechCred grant applications are reviewed competitively based in part on the amount of employer contribution toward the credentials, and the Cincinnati Police Department intends to provide matching funds of up to \$2,647, which will be provided from the General Fund for travel costs associated with the training for seven employees; and

WHEREAS, there are no additional FTEs/full time equivalents associated with this grant; and

WHEREAS, because the grant application deadline was March 31, 2025, the City already submitted its application for reimbursement of up to \$3,388 in eligible costs, but no funds will be accepted without approval by Council; and

WHEREAS, acceptance of this grant is in accordance with the “Live” goal to “[c]reate a more livable community” as described on pages 156-162 of Plan Cincinnati (2012); now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That the City Manager is authorized to apply for, accept, and appropriate a grant of up to \$3,388 from the State of Ohio Department of Development’s TechCred Credential Reimbursement Program to reimburse Cincinnati Police Department General Fund non-personnel

operating budget account no. 050x227x7200 for eligible costs incurred by the Cincinnati Police Department in providing its employees with technology-focused credentials.

Section 2. That the Director of Finance is authorized to deposit the grant funds into General Fund revenue account no. 050x8533.

Section 3. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of the grant and Sections 1 and 2.

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to ensure timely acceptance of any reimbursement awarded.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

April 23, 2025

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202500824

Subject: Emergency Ordinance – Parks: Cincinnati Park Board Commissioners’ Fund Donations

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to accept a donation of \$3,243,210.67 from the Cincinnati Park Board Commissioners’ Fund for use by the Parks Department; **AUTHORIZING** the Director of Finance to deposit donated funds of \$3,242,210.67 into Parks Private Endowment and Donations Fund 430 revenue account no. 430x8571 for use by the Parks Department; **AUTHORIZING** the Director of Finance to deposit donated funds of \$1,000 into Parks Private Endowment and Donations Fund 430 revenue account no. 430x8572 for use by the Parks Department; **AUTHORIZING** the transfer and appropriation of \$1,856,333.46 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to various operating budget accounts to provide resources for horticultural supplies, maintenance contracts, salary reimbursements, acquiring Krohn Conservatory’s gift shop inventory, and other vital costs associated with running the City’s parks; **AUTHORIZING** the transfer of \$206,266.69 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to the unappropriated surplus of Sawyer Point Fund 318; **ESTABLISHING** new capital improvement program project account no. 980x203x252040, “Sawyer Point Improvements,” to provide resources for improvements to Sawyer Point including electrical improvements at Kroger Promenade, plumbing and irrigation upgrades, Geologic Timeline Path stone and lighting work, and gateway sculpture improvements; **ESTABLISHING** new capital improvement program project account no. 980x203x252041, “Riverwalk Signage,” to provide resources for the design, fabrication, and installation of signage improvements for Sawyer Point; and **AUTHORIZING** the transfer and appropriation of \$1,180,610.52 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to various capital improvement program project accounts, according to the attached Schedule of Transfer, to provide resources for various Parks Department capital improvement program projects.

This Emergency Ordinance authorizes the City Manager to accept a donation of \$3,243,210.67 from the Cincinnati Park Board Commissioners’ Fund. Of that amount, \$3,242,210.67 is authorized to be deposited into Parks Private Endowment and Donations Fund 430 revenue account no. 430x8571 with the remaining \$1,000 to be deposited into Parks Private Endowment and Donations Fund 430 revenue account no. 430x8572. Furthermore, this Emergency Ordinance authorizes the transfer and appropriation of \$1,856,333.46 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to various operating budget accounts to provide resources for horticultural supplies, maintenance contracts, salary reimbursements,

acquire Krohn Conservatory’s gift shop inventory, and other vital costs associated with running the City’s parks. In addition, this Emergency Ordinance authorizes the transfer and appropriation of \$206,266.69 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to the unappropriated surplus of Sawyer Point Fund 318. Also authorized by this Emergency Ordinance is the establishment of two capital improvement program project accounts which includes account no. 980x203x252040, “Sawyer Point Improvements,” to provide resources for improvements to Sawyer Point including electrical improvements at Kroger Promenade, plumbing and irrigation upgrades, Geologic Timeline Path stone and lighting work, and gateway sculpture improvements and account no. 980x203x252041, “Riverwalk Signage,” to provide resources for the design, fabrication, and installation of signage improvements for Sawyer Point. Finally, this Emergency Ordinance authorizes the transfer and appropriation of \$1,810,610.52 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to various capital improvement program project accounts, according to the attached Schedule of Transfer.

Acceptance of this donation for various improvements to City Parks is in accordance with the “Sustain” goal to “[p]reserve our natural and built environment” and strategy to “[p]rotect our natural resources” as well as the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” and strategy to “[u]nite our communities” as described on pages 193-195 and 207-211 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to complete payment transactions during FY 2025, which ends June 30, 2025.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director



Attachments

EMERGENCY

KKF

- 2025

AUTHORIZING the City Manager to accept a donation of \$3,243,210.67 from the Cincinnati Park Board Commissioners' Fund for use by the Parks Department; **AUTHORIZING** the Director of Finance to deposit donated funds of \$3,242,210.67 into Parks Private Endowment and Donations Fund 430 revenue account no. 430x8571 for use by the Parks Department; **AUTHORIZING** the Director of Finance to deposit donated funds of \$1,000 into Parks Private Endowment and Donations Fund 430 revenue account no. 430x8572 for use by the Parks Department; **AUTHORIZING** the transfer and appropriation of \$1,856,333.46 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to various operating budget accounts to provide resources for horticultural supplies, maintenance contracts, salary reimbursements, acquiring Krohn Conservatory's gift shop inventory, and other vital costs associated with running the City's parks; **AUTHORIZING** the transfer of \$206,266.69 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to the unappropriated surplus of Sawyer Point Fund 318; **ESTABLISHING** new capital improvement program project account no. 980x203x252040, "Sawyer Point Improvements," to provide resources for improvements to Sawyer Point including electrical improvements at Kroger Promenade, plumbing and irrigation upgrades, Geologic Timeline Path stone and lighting work, and gateway sculpture improvements; **ESTABLISHING** new capital improvement program project account no. 980x203x252041, "Riverwalk Signage," to provide resources for the design, fabrication, and installation of signage improvements for Sawyer Point; and **AUTHORIZING** the transfer and appropriation of \$1,180,610.52 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to various capital improvement program project accounts, according to the attached Schedule of Transfer, to provide resources for various Parks Department capital improvement program projects.

WHEREAS, the Park Board Commissioners' Fund consists of funds received from endowments and donations from various entities to support the Cincinnati Park Board; and

WHEREAS, acceptance of a donation of \$3,243,210.67 from the Park Board Commissioners' Fund will enable the Cincinnati Parks Department to purchase horticultural supplies, execute maintenance contracts, provide salary reimbursements, support Sawyer Point operating and permanent improvement costs, provide for pickleball canopy, acquire Krohn Conservatory's gift shop inventory, and other vital costs associated with running the City's parks; and

WHEREAS, the Cincinnati Board of Park Commissioners approved the use of \$3,243,210.67 and requested the distribution of the resources from the Park Board Commissioners' Fund; and

WHEREAS, acceptance of this donation does not require matching funds, and no FTEs/full time equivalents are associated with acceptance of this donation; and

WHEREAS, the acceptance of the donation for various improvements to City parks is in accordance with the “Sustain” goal to “[p]reserve our natural and built environment” and strategy to “[p]rotect our natural resources” as well as the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” and strategy to “[u]nite our communities” as described on pages 193-195 and 207-211 of Plan Cincinnati (2012); now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That the City Manager is authorized to accept a donation of \$3,243,210.67 from the Cincinnati Park Board Commissioners’ Fund for use by the Parks Department.

Section 2. That the Director of Finance is authorized to deposit donated funds of \$3,242,210.67 into Parks Private Endowment and Donations Fund 430 revenue account no. 430x8571 for use by the Parks Department.

Section 3. That the Director of Finance is authorized to deposit donated funds of \$1,000 into Parks Private Endowment and Donations Fund 430 revenue account no. 430x8572 for use by the Parks Department.

Section 4. That Council authorizes the transfer and appropriation of \$1,856,333.46 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to various operating budget accounts for horticultural supplies, maintenance contracts, salary reimbursements, acquiring Krohn Conservatory’s gift shop inventory, and other vital costs associated with running the City’s parks.

Section 5. That Council authorizes the transfer of \$206,266.69 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to the unappropriated surplus of Sawyer Point Fund 318.

Section 6. That new capital improvement account no. 980x203x252040, “Sawyer Point Improvements,” is established for improvements to Sawyer Point including electrical improvements at Kroger Promenade, plumbing and irrigation upgrades, Geologic Timeline Path stone and lighting work, and gateway sculpture improvements.

Section 7. That new capital improvement account no. 980x203x252041, “Riverwalk Signage,” is established for the design, fabrication, and installation of signage improvements for Sawyer Point.

Section 8. That Council authorizes the transfer and appropriation of \$1,180,610.52 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to various capital improvement program project accounts, according to the attached Schedule of Transfer, for various Parks Department capital improvement program projects.

Section 9. That the proper City officials are authorized to do all things necessary and proper to comply with the terms of Sections 1 through 8.

Section 10. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to complete payment transactions during FY 2025, which ends June 30, 2025.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

SCHEDULE OF TRANSFER

Appropriate: \$1,180,610.52

DEPT. DIVISION	PROJECT OR FUND TO BE TRANSFERRED FROM		PROJECT OR FUND TO BE TRANSFERRED TO		TOTAL BUDGETED COST ALL FUNDS		AMOUNT TO BE APPROPRIATED OR TRANSFERRED
	NUMBER:	DESCRIPTION	NUMBER:	DESCRIPTION	PRIOR	REVISED	
Parks Admin & Program Services 203	430	Parks Private Endowment and Donations	252040	Sawyer Point Improvements	0.00	426,000.00	426,000.00
	430	Parks Private Endowment and Donations	252041	Riverwalk Signage	0.00	10,574.52	10,574.52
	430	Parks Private Endowment and Donations	242000	Park Infrastructure Rehabilitation	2,763,944.82	3,507,980.82	744,036.00

April 23, 2025

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202500817

Subject: Emergency Ordinance – CMO: Abercrombie Group Funding Agreement

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to execute a Funding Agreement with the Abercrombie Group to provide one-time operational support for upcoming signature events; **AUTHORIZING** the City Manager’s Office to expend resources of up to \$100,000 from the City Manager’s Office General Fund non-personnel operating budget account no. 050x101x7200 to provide one-time operational support to the Abercrombie Group for upcoming signature events; and **DECLARING** such expenditure to serve a public purpose.

This Emergency Ordinance authorizes the City Manager to execute a Funding Agreement with the Abercrombie Group to provide one-time operational support for upcoming signature events. This Emergency Ordinance also authorizes the City Manager’s Office to expend resources in the amount of up to \$100,000 from the City Manager’s Office General Fund non-personnel operating budget account no. 050x101x7200 to provide one-time operational support to the Abercrombie Group for upcoming signature events. Finally, this Emergency Ordinance declares such expenditure to serve a public purpose.

The Abercrombie Group creates and manages signature events that add value to the Cincinnati community. In 2025, the Abercrombie Group will host three signature events: the 2025 Think Tank on Equity & Inclusion, All About Women, and Men of Honor.

Providing one-time operational support for the Abercrombie Group’s signature events is in accordance with the “Live” goal to “[b]uild a robust public life” and strategy to “[d]evelop and maintain inviting and engaging public spaces to encourage social interaction between different types of people” as described on pages 149-151 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to execute a Funding Agreement with the Abercrombie Group to provide one-time operational support for their upcoming signature events.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director

Attachment



EMERGENCY

AEP

- 2025

AUTHORIZING the City Manager to execute a Funding Agreement with the Abercrombie Group to provide one-time operational support for upcoming signature events; **AUTHORIZING** the City Manager’s Office to expend resources of up to \$100,000 from the City Manager’s Office General Fund non-personnel operating budget account no. 050x101x7200 to provide one-time operational support to the Abercrombie Group for upcoming signature events; and **DECLARING** such expenditure to serve a public purpose.

WHEREAS, the Abercrombie Group creates and manages signature events that add value to the Cincinnati community; and

WHEREAS, in 2025, the Abercrombie Group will host three signature events: the 2025 Think Tank on Equity & Inclusion, All About Women, and Men of Honor; and

WHEREAS, the 2025 Think Tank on Equity & Inclusion signature event will continue the critical discussion for racial equity by presenting strategies to measurably advance racial equity and wealth equity; and

WHEREAS, the All About Women signature event will include panel discussions and workshops to empower and inspire women of all ethnicities, ages, and occupations to be braver, dream bigger, and rise higher in their personal lives, careers, and communities; and

WHEREAS, the Men of Honor signature event will celebrate the accomplishments of extraordinary African American men who have succeeded in the face of adversity and made significant contributions to their communities; and

WHEREAS, under the proposed agreement, the City will provide a \$100,000 payment to the Abercrombie Group to fund the signature events; and

WHEREAS, the proposed expenditure will serve the public purpose of promoting community engagement, collaboration, education, and enhancing the quality of life for Cincinnati residents; and

WHEREAS, providing one-time operational support for the Abercrombie Group’s signature events is in accordance with the “Live” goal to “[b]uild a robust public life” and strategy to “[d]evelop and maintain inviting and engaging public spaces to encourage social interaction between different types of people” as described on pages 149-151 of Plan Cincinnati (2012); now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That the City Manager is authorized to execute a Funding Agreement with the Abercrombie Group to provide one-time operational support for their upcoming signature events.

Section 2. That the City Manager's Office is authorized to expend resources of up to \$100,000 from the City Manager's Office General Fund non-personnel operating budget account no. 050x101x7200 to provide one-time operational support to the Abercrombie Group for upcoming signature events.

Section 3. That Council declares that providing one-time operational support to the Abercrombie Group to support its 2025 signature events serves a public purpose because the events will promote community engagement, collaboration, education, and enhance the quality of life for Cincinnati residents.

Section 4. That the proper City officials are authorized to do all things necessary and proper to carry out the provisions of Sections 1 through 3.

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to execute a Funding Agreement with the Abercrombie Group to provide one-time operational support for their upcoming signature events.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

April 23, 2025

To: Mayor and Members of City Council

202500822

From: Sheryl M. M. Long, City Manager

Subject: Ordinance – CMO: Black Family Reunion Funding Agreement

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to expend existing resources of up to \$100,000 from the City Manager’s Office General Fund non-personnel operating budget account no. 050x101x7200 to provide one-time operational support to the Midwest Regional Black Family Reunion to support its production of the 2025 Black Family Reunion in Cincinnati; **AUTHORIZING** the City Manager to execute a Funding Agreement with Midwest Regional Black Family Reunion to provide one-time operational support for its production of the 2025 Black Family Reunion; and **DECLARING** such expenditure to serve a public purpose.

This Ordinance authorizes the City Manager to expend existing resources of up to \$100,000 from the City Manager’s Office General Fund non-personnel operating budget account no. 050x101x7200 to provide one-time operational support to the Midwest Regional Black Family Reunion to support its production of the 2025 Black Family Reunion in Cincinnati. This Ordinance also authorizes the City Manager to execute a Funding Agreement with the Midwest Regional Black Family Reunion to provide one-time operational support for its production of the 2025 Black Family Reunion. Finally, this Ordinance declares such expenditures to serve a public purpose.

The Black Family Reunion began in 1988 and has grown into a four-day celebration with over 15,000 attendees annually. The celebration features a heritage breakfast, concert, parade, and resource fair and is free to the public. The Black Family Reunion seeks to unite the Greater Cincinnati community of consumers, corporations, and visitors to focus on the historic strengths and values of the Black Family, while also serving their needs and celebrating their contributions to the community.

Providing one-time operational support for the Black Family Reunion is in accordance with the “Live” goal to “[b]uild a robust public life” and strategy to “[d]evelop and maintain inviting and engaging public spaces to encourage social interaction between different types of people” as described on pages 149-151 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director



Attachment

AUTHORIZING the City Manager to expend existing resources of up to \$100,000 from the City Manager’s Office General Fund non-personnel operating budget account no. 050x101x7200 to provide one-time operational support to the Midwest Regional Black Family Reunion to support its production of the 2025 Black Family Reunion in Cincinnati; **AUTHORIZING** the City Manager to execute a Funding Agreement with Midwest Regional Black Family Reunion to provide one-time operational support for its production of the 2025 Black Family Reunion; and **DECLARING** such expenditure to serve a public purpose.

WHEREAS, the Black Family Reunion began in 1988 and has grown into a four-day celebration with over 15,000 attendees annually; and

WHEREAS, the celebration features a heritage breakfast, concert, parade, and resource fair; and

WHEREAS, the Black Family Reunion seeks to unite the Greater Cincinnati community of consumers, corporations, and visitors to focus on the historic strengths and values of the Black Family, while also serving their needs and celebrating their contributions to the community; and

WHEREAS, the Black Family Reunion is a heritage event and is free and open to the public; and

WHEREAS, the proposed expenditure will serve the public purpose of promoting community engagement, collaboration, education, and enhancing the quality of life for Cincinnati residents; and

WHEREAS, providing one-time operational support for the Black Family Reunion is in accordance with the “Live” goal to “[b]uild a robust public life” and strategy to “[d]evelop and maintain inviting and engaging public spaces to encourage social interaction between different types of people” as described on pages 149-151 of Plan Cincinnati (2012); now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That the City Manager is authorized to expend existing resources of up to \$100,000 from the City Manager’s Office General Fund non-personnel operating budget account no. 050x101x7200 to provide one-time operational support to the Midwest Regional Black Family Reunion to support its production of the 2025 Black Family Reunion in Cincinnati.

Section 2. That the City Manager is authorized to execute a Funding Agreement with Midwest Regional Black Family Reunion to provide one-time operational support for its production of the 2025 Black Family Reunion.

Section 3. That providing one-time operational support to the Midwest Regional Black Family Reunion to support its production of the 2025 Black Family Reunion, a heritage event that seeks to unite the community and celebrate the contributions of the Black Family to the community, is declared to serve a public purpose.

Section 4. That the proper City officials are authorized to do all things necessary and proper to carry out the provisions of Sections 1 through 3.

Section 5. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

April 23, 2025

To: Mayor and Members of City Council

202500826

From: Sheryl M.M. Long, City Manager

Subject: Emergency Ordinance – Job Creation Tax Credit Agreement with Prospiant, Inc.

Attached is an Emergency Ordinance captioned:

APPROVING AND AUTHORIZING the execution of a Job Creation Tax Credit Agreement with Prospiant, Inc., pursuant to which the company agrees to create 120 new jobs at 7108 Shona Drive in the Roselawn neighborhood of Cincinnati and, for a period of eight years, the City agrees to provide an income tax credit equal to forty percent of City income tax revenue from such new jobs.

STATEMENT

MANUFACTURING: The additional jobs created by this expansion project strongly align with the City’s goal to spur economic growth and expand available job opportunities for residents in the manufacturing sector.

COMPANY BACKGROUND/CURRENT CONDITIONS

Established in 2021 following the merger of Rough Brothers, Inc., ThermoEnergy Solutions, Inc. and Nexus Greenhouse Systems, Prospiant, Inc. is a manufacturer specializing in the design, construction, engineering, and maintenance of commercial greenhouses and indoor grow operations. They offer a wide range of services to a variety of clients in the agricultural and indoor grow sector. Prospiant is a subsidiary of Gibraltar Industries, a leading provider of products and services in the renewable energy, residential, agricultural technology, and infrastructure markets based out of Buffalo, New York.

The company is currently located in the Village of St. Bernard and is operating out of a scattered-site facility. They are seeking to relocate to a more optimized facility and centralize their operation. Prospiant currently employs 110 FTEs and is looking to add an additional 10 FTEs upon relocating to a more optimal facility. They have considered several sites throughout the United States and Canada for this relocation.

The company has identified a facility that meets their needs located at 7108 Shona Drive in the Roselawn neighborhood. With the City’s assistance, Prospiant will commit to acquiring the property and relocating their manufacturing facility to the City of Cincinnati.

RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance.

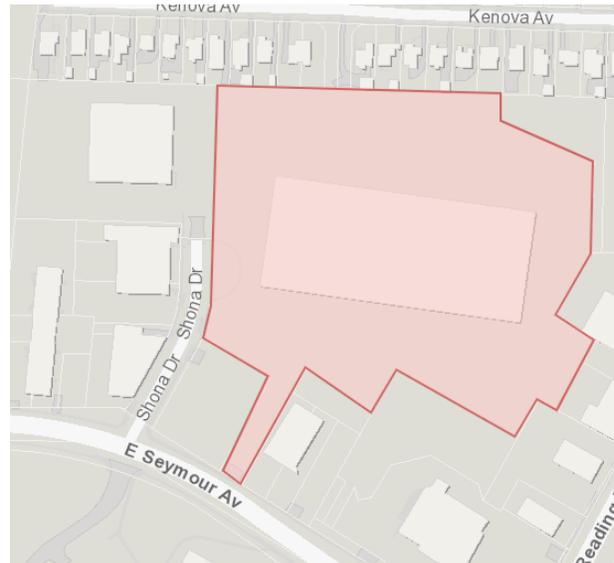
Attachment: Project Outline and Proposed Incentive

Copy: Markiea L. Carter, Director, Department of Community & Economic Development

Project Outline

Project Name	Prospiant, Inc. Relocation
Street Address	7108 Shona Drive
Neighborhood	Roselawn
Property Condition	Existing Manufacturing Facility
Project Type	Relocation
Project Cost	Acquisition: \$13,350,000 Machinery & Equipment: \$350,000 Furniture, Fixtures & Equipment: \$250,000 Leasehold Improvements: \$750,000 Total Expenditures: \$16,278,892
Jobs and Payroll	Created FTE Positions:120 Total Payroll for Created FTE Positions: \$11,290,000 Average Salary for Created FTE Positions: \$94,083

Project Image and Site Map



Proposed Incentive

Incentive Type	Job Creation Tax Credit
Incentive Terms	<u>Credit Period Term:</u> 8 years <u>Hiring “Ramp Up” Period:</u> first 2 years of the Credit Period <u>Credit Amount:</u> 40% of gross new income tax revenue generated by the project annually <u>Estimated Term Incentive Value:</u> \$650,304 <u>Employee Retention Period:</u> 8 years after the expiration of the Credit Period

Public Benefit

Tax Credits Provided to Company		
Jobs Retained - Tax Credit		
# of Jobs Retained (FTE)		0
Total Annual Payroll for Retained Jobs		\$0
Annual City Earnings Tax Credit from Retained Jobs		\$0
Jobs Created - Tax Credit		
# of Jobs Created (FTE)		120
Total Annual Payroll for New Jobs		\$11,290,000
Annual City Earnings Tax Credit From New Jobs		\$81,288
Tax Credit Calculations		
Retained City Earnings Tax Credit over Term		\$0
New City Earnings Tax Credit over Term		\$650,304
Total City Earnings Tax Credit over Term		\$650,304
Tax Calculation Factors		
Tax Credit for Retained Jobs		0.0%
Tax Credit for New Jobs		40.0%
Length of the Incentive Credit (Years)		8
Retention Period after Incentive Credit (Years)		8
Total Term of the Incentive (Credit Term + Retention Term)		16
City Earnings Tax Rate		1.8%
JCTC-R/JCTC/PIR Offer		
Total City Earnings Tax Generated over Term		\$3,251,520
Estimated Annual Net Profit Tax Due to City over Term		\$0
Less PIR/JCTC-R Payments/Credits to Company		(\$650,304)
Total Net Earnings Taxes Over Term		\$2,601,216
Incentive Leverage (Taxes Received/Incentives Given)		\$4.00

EMERGENCY

MAH

- 2025

APPROVING AND AUTHORIZING the execution of a Job Creation Tax Credit Agreement with Prospiant, Inc., pursuant to which the company agrees to create 120 new jobs at 7108 Shona Drive in the Roselawn neighborhood of Cincinnati and, for a period of eight years, the City agrees to provide an income tax credit equal to forty percent of City income tax revenue from such new jobs.

WHEREAS, the City seeks to increase employment opportunities and encourage the establishment of new jobs in the City of Cincinnati in order to improve the economic welfare of the City and its citizens, in furtherance of the public purposes enunciated in Article VIII, Section 13 of the Ohio Constitution; and

WHEREAS, Prospiant, Inc. (“Employer”) intends to construct building improvements and invest in machinery, equipment, furniture, and fixtures at 7108 Shona Drive (the “Project” and the “Project Site”, respectively), which will result in the creation of at least 120 new jobs in the City of Cincinnati within two years if certain income tax credit assistance is provided by the City; and

WHEREAS, the City Manager has recommended that Council authorize the execution of a Job Creation Tax Credit Agreement (the “Agreement”) with Employer, in substantially the form attached hereto as Attachment A, which provides for an income tax credit equal to forty percent of income tax revenue from new jobs created by Employer at the Project Site for a term of eight years; and

WHEREAS, the Agreement provides that Employer will spend a minimum of \$1,350,000 to implement the Project at the Project Site; and

WHEREAS, Employer represents and has documented to the City that the income tax credit authorized by the Agreement is a major factor in Employer’s decision to go forward with the Project at the Project Site; and

WHEREAS, the City’s Department of Community and Economic Development estimates that the income tax credit authorized by the Agreement will provide an annual net benefit to Employer in an amount up to \$81,288; and

WHEREAS, the City income tax credit approved by this ordinance is authorized by Sections 718.15 and 718.151 of the Ohio Revised Code; now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That Council approves and authorizes the execution of a Job Creation Tax Credit Agreement (the “Agreement”) with Prospiant, Inc. (“Employer”), in substantially the form attached

hereto as Attachment A, in order to assist Employer in constructing building improvements and investing in machinery, equipment, furniture, and fixtures at 7108 Shona Drive, which provides for a City income tax credit equal to forty percent of City income tax revenue from new jobs created by Employer at the project site for a period of eight years, and the creation of 120 new jobs in the City within two years.

Section 2. That Council authorizes the proper City officials to take all necessary and proper actions to fulfill the City's obligations under the Agreement and to enforce the Agreement.

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to allow the Project and the corresponding revitalization of the City of Cincinnati and improvement of the City's economic welfare to begin at the earliest possible time.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk



Contract Number _____

JOB CREATION TAX CREDIT AGREEMENT

This Job Creation Tax Credit Agreement (this "Agreement") is made and entered into as of the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), and PROSPIANT, INC., an Ohio corporation ("Grantee").

RECITALS

- A. The City seeks to increase employment opportunities and to encourage establishment of new jobs within the corporate boundaries of the City of Cincinnati (the "City Boundaries"), in order to improve the economic welfare of the City and its citizens, in furtherance of the public purposes enunciated in Article VIII, Section 13 of the Ohio Constitution.
- B. The City has determined that Grantee will create new jobs within the City Boundaries in connection with a project to be implemented by Grantee at 7108 Shona Drive, Cincinnati, Ohio 45237 (the "Project Site"), consisting of the construction of building improvements on the Project Site and the purchase of machinery, equipment, furniture and fixtures (the "Project").
- C. Cincinnati Municipal Code ("CMC") Chapter 311 imposes income taxes, including a tax on business net profits. Grantee represents and has documented to the City that the credit authorized by this Agreement against the tax imposed on Grantee's net profits under CMC Chapter 311 (the "City Income Tax Credit") is a major factor in Grantee's decision to go forward with the Project, to offset costs of capital expenditures and/or moving.
- D. The City Income Tax Credit as provided in this Agreement is authorized by Ohio Revised Code ("ORC") Sections 718.15 and 718.151.
- E. The City and Grantee intend that Grantee will implement the Project partly as a result of Grantee cost savings resulting from a forty percent (40%) City income tax credit applicable to new jobs created by Grantee at the Project Site for a period of eight (8) years, and thereby create 120 new jobs in the City within two (2) years of the Determination Date (as defined below).

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. PRECONDITIONS TO EFFECTIVENESS OF AGREEMENT. Notwithstanding anything to the contrary herein, this Agreement shall be of no force and effect unless and until (1) this Agreement is fully executed by both parties, and (2) the Council of the City of Cincinnati passes an ordinance approving this Agreement, and the ordinance takes effect.
2. CERTAIN DEFINITIONS. As used in this Agreement:
 - (A) "Aggregate Employees" means, for any stated period, the Number of Full-Time Employee Equivalents employed either by Grantee or by a Related Member (as defined in Section 2(N)), calculated with reference to all employees of Grantee and all Related Members of Grantee for which (1) the primary work location is within the City of Cincinnati and (2) Grantee or a Related Member withholds City income taxes.
 - (B) "City Tax Credit Term" means the 8-year term of 2025 through 2032.
 - (C) "Determination Date" means the Effective Date.

- (D) “Employment Retention Period” means a 16-year period commencing as of the start of the City Tax Credit Term.
- (E) “Grantee’s City-Wide Employees” means, for any stated period, the Number of Full-Time Employee Equivalents employed by Grantee, calculated with reference to all employees of Grantee for which (1) the primary work location is within the City (not limited to the Project Site) and (2) Grantee withholds City income taxes. An employee is considered to have a primary work location within the City if at least fifty-one percent (51%) of the compensation paid by Grantee to that employee is taxed by the City with respect to work performed in the City.
- (F) “Income Tax Revenue” means, for any Tax Year:
- (1) Payments from Grantee to the City in an amount equal to the aggregate amount of earnings taxes withheld on the qualifying wages (as defined in CMC Section 311-9-Q) paid by Grantee to all Aggregate Employees whose primary work location is the Project Site; less
 - (2) Any amounts refunded by the City to Aggregate Employees whose primary work location is the Project Site (pursuant to CMC Chapter 311) relating to qualifying wages (as defined in CMC Section 311-9-Q) paid by Grantee, as such refunds are reported by the City to Grantee from time to time.
- (G) “Initial Tax Year” means the first Tax Year during which Grantee is entitled to a City Income Tax Credit.
- (H) “Minimum Qualifying Wage” means an hourly wage of at least (1) \$12.50 per hour on and after July 1, 2018, (2) \$13.50 per hour on and after January 1, 2019, and (3) \$15.00 per hour on and after July 1, 2019; *provided however*, that if (i) Grantee contributes to any health, vision and/or dental insurance plan; provides retirement benefits; or provides childcare, tuition, or training reimbursement benefits to a New Employee and (ii) the City approves in writing, in its sole and absolute discretion any such contribution, retirement, or reimbursement benefit, then the hourly cash value of any such City-approved benefit shall be added to the New Employee’s base monetary hourly wage for the purposes of calculating that New Employee’s hourly wage under this definition.
- (I) “Net Number of New Employees” means, for any Tax Year, the lesser of:
- (1) The average Number of New Employees over the twelve (12) months of that Tax Year; or
 - (2) The remainder computed by subtracting (a) the Baseline City-Wide Employment Level from (b) the average number of Grantee’s City-Wide Employees over the twelve (12) months of that Tax Year; or
 - (3) The remainder computed by subtracting (a) the Baseline Aggregate Employment Level from (b) the average number of Aggregate Employees over the twelve (12) months of that Tax Year.

Computations of an “average number” of employees, as required by this Agreement, shall be made and documented by Grantee in a manner subject to approval by the City, such approval not to be unreasonably withheld.

- (J) “New Employee” means an employee of Grantee that meets all of the following criteria during the applicable Tax Year: (i) has a primary work location that is the Project Site, (ii) is first employed by Grantee within the City Boundaries after the Determination Date, and (iii) is paid at least the Minimum Qualifying Wage by Grantee at all times during the applicable Tax Year. An employee is considered to have a primary work location at the Project Site if at least fifty-one percent (51%) of the compensation paid by Grantee to that employee is taxed by the City with respect to work performed at the Project Site. “New Employees” may include employees of

Grantee employed in employment positions that were relocated to the Project Site from other operations of Grantee (or of a Related Member) outside of the City Boundaries.

- (K) “New Income Tax Revenue” means, for any Tax Year, the lesser of:
- (1) Income Tax Revenue in such Tax Year relating only to New Employees; or
 - (2) The amount computed by multiplying (a) the Net Number of New Employees for such Tax Year by (b) the average amount of Income Tax Revenue received by the City in such Tax Year per New Employee (which average amount is computed by dividing (x) the total Income Tax Revenue for such Tax Year relating only to New Employees by (y) the monthly average of Number of New Employees (determined on a twelve (12) month basis) employed during such Tax Year.
- (L) “Number of Full-Time Employee Equivalents” means one fortieth (1/40) of the total number of compensated hours worked in a work week by permanent employees that are paid at least the Minimum Qualifying Wage for the duration of the applicable Tax Year (whether full-time or part-time), provided that the hours included in the calculation may not exceed forty (40) per week for any individual employee.
- (M) “Number of New Employees” means, for any stated period, the Number of Full-Time Employee Equivalents employed in that period, calculated only with reference to hours worked by New Employees.
- (N) “Related Member” means any of Grantee’s “related members” (as defined in ORC Section 122.171(A)(7)) that has at least one employee whose primary work location is within the City Boundaries (not limited to the Project Site), including those “related members” that begin operations within the City Boundaries on or after the Effective Date.
- (O) “Tax Year” means the fiscal year used by Grantee to compute net profits under CMC Chapter 311.

3. PROJECT; JOB CREATION AND RETENTION.

- (A) Grantee Representations. Grantee represents that:
- (1) The monthly average of the Number of Full-Time Employee Equivalents employed by Grantee, for whom the Project Site was the primary work location, for the three (3) full calendar month period immediately prior to the Determination Date was 0.
 - (2) The monthly average of Grantee’s City-Wide Employees for the three (3) full calendar month period immediately prior to the Determination Date was 0 (the “Baseline City-Wide Employment Level”).
 - (3) The monthly average of Aggregate Employees for the three (3) full calendar month period immediately prior to the Determination Date was 0 (the “Baseline Aggregate Employment Level”).
 - (4) Related Members of Grantee with any employees whose primary work location is within the City Boundaries as of the Effective Date (and the Related Members’ Cincinnati addresses and Federal Tax Identification Numbers) consist of the following: NONE.
 - (5) Grantee shall give written notice to the City of any Related Member that begins operations within the City Boundaries on or after the Effective Date.
 - (6) Grantee has employment procedures in place to monitor when its employees are performing work from home or remotely from a location other than the Project Site, and the amount of time spent working remotely that sufficiently enables Grantee to track Grantee’s employees to determine their eligibility for consideration as City-Wide Employees, Aggregate Employees or New Employees for purposes of this Agreement, which information is collected and will be reported to the City in a manner acceptable to the City (“Remote Work Tracking”), as required in Section 7.

- (B) Minimum Expenditures. On or before the date that is two (2) years from the Effective Date, Grantee agrees to expend a minimum of \$1,350,000 towards the construction of building improvements to the Project Site and the purchase of machinery, equipment, furniture and fixtures to be located at the Project Site in order to accomplish the Project.
- (C) Minimum Number of New Employees. Within two (2) years from the Determination Date, Grantee agrees to employ a Number of New Employees at the Project Site equal to at least 120. Grantee agrees that the aggregate annual wages of the New Employees will be equal to at least \$11,290,000.
- (D) Relocation of Employment Positions from Elsewhere in Ohio. Grantee may not relocate a substantial number of employment positions from elsewhere in Ohio (i.e., outside the City) unless the Director of the Department of Community and Economic Development determines that the legislative authority of the county, township, or municipal corporation from which the employment positions would be relocated has been notified by Grantee of the relocation.
- (E) Employment Retention by Grantee.
- (1) During each year of the Employment Retention Period, Grantee agrees to maintain a monthly average of Aggregate Employees equal to or greater than the Baseline Aggregate Employee Level.
 - (2) During each of the first two (2) years of the City Tax Credit Term, Grantee agrees to maintain a monthly average of Grantee's City-Wide Employees equal to or greater than the Baseline City-Wide Employee Level.
 - (3) Beginning with the third (3rd) year of the City Tax Credit Term and continuing during each subsequent year of the Employment Retention Period, Grantee agrees to maintain an average Net Number of New Employees of at least ninety percent (90%) of the highest Net Number of New Employees reported by Grantee in calculating the City Income Tax Credit in any prior Tax Year during the City Tax Credit Term.

Grantee acknowledges and agrees that the obligations of Grantee under this Agreement may be affected by decisions of the Related Members, as the City's agreement to provide the City Income Tax Credit authorized herein is conditioned on maintenance of the existing employment within the City Boundaries by both Grantee and the Related Members.

- (F) City Residents; Referral Procedure for New Hires. Grantee agrees to use its best efforts to fill at least seventy-five percent (75%) of the new jobs created in connection with the Project with employees residing within the City Boundaries (the "City Resident Hiring Goal"). In furtherance of such goal, Grantee shall implement the following procedures:
- (1) City Representative. In its efforts to meet the City Resident Hiring Goal, Grantee agrees to request referrals from the OhioMeansJobs Center (or such other agency as the City Manager may designate) when positions need to be filled. A representative of the personnel office of Grantee will meet periodically with a representative of the OhioMeansJobs Center (the "City Representative") to assess Grantee's future employment needs and to assure that qualified applicants can be recruited and trained in a timely manner.
 - (2) Initial Positions. As soon as practicable after execution of this Agreement, and no later than ninety (90) days prior to the earlier of (a) the scheduled initial occupancy of the Project or completion of renovation or expansion or (b) the date when the following employment positions will be filled, Grantee agrees to notify the City Representative of the following: (i) the number of new employees that will be required, and the date when the positions must be filled; (ii) the training, qualifications and experience required for the individuals who will fill the positions; and (iii) the name, address and telephone number of the person responsible for hiring. For positions requiring customized training, Grantee agrees to provide such notice as far in advance of such ninety-day period as is practicable.

- (3) City Referrals. The City Representative shall, within thirty (30) days after receiving such notification from Grantee, submit in writing the following: (a) the positions for which the City intends to make referrals; (b) the names and qualifications of referred applicants for each position available; and (c) the date when these applicants will be available for interview. For positions requiring customized training, however, such information may be submitted to Grantee up to thirty (30) days prior to the date that such positions are to be filled.
- (4) Interviews. Grantee agrees to interview those applicants who are referred by the City Representative and shall consider for employment those applicants Grantee finds to be qualified for an available position. If (a) the City Representative informs Grantee that it does not intend to make referrals for a position, (b) the City Representative fails to refer applicants who are available for interview for a position in accordance with this subsection or (c) the applicants referred for a position are deemed not qualified by Grantee, then Grantee may hire individuals from other sources for such position, without any further obligations or restrictions hereunder as to such position.
- (5) Subsequent Positions. During the three (3) year period following the date upon which this Agreement becomes effective, if Grantee needs to fill a vacant employment position (either from attrition or an increase in employment), Grantee agrees to notify the City Representative for an additional referral of applicants. Grantee, however, is under no obligation to postpone the hiring of a new employee pending receipt of referrals from the City Representative. If the position is still vacant at the time referrals are received from the City Representative, Grantee shall interview those applicants who are referred by the City Representative and shall consider for employment those applicants Grantee finds to be qualified for an available position.
- (6) Continuation of Referral Procedure. If Grantee and the City agree that this referral process has been mutually beneficial, the parties shall continue the process after the three (3) year period.

4. CITY INCOME TAX CREDIT.

- (A) Credit Requirements. Subject to the terms and conditions of this Agreement, for each Tax Year during the City Tax Credit Term in which Grantee has claimed the City Income Tax Credit on an income tax return filed directly with the City with respect to its net profits and is otherwise in full compliance with all requirements under both CMC Chapter 311 and this Agreement, Grantee shall be allowed to apply the City Income Tax Credit stated in this Section against the tax imposed on Grantee's net profits under CMC Chapter 311. The City Income Tax Credit shall be applied in accordance with any applicable rules and regulations (consistent with this Agreement) that may be adopted by the Board of Review (as defined in CMC Section 311-9-B1).
- (B) Amount of Credit. The amount of the City Income Tax Credit shall be forty percent (40%) of any New Income Tax Revenue in a given Tax Year. The City Income Tax Credit shall be applied against net profits tax due to the City (pursuant to CMC Chapter 311) from Grantee for such Tax Year. The City Income Tax Credit shall be allowed only after the allowance of all other credits and deductions under CMC Chapter 311. If the City Income Tax Credit exceeds Grantee's tax liability for such Tax Year, the City Income Tax Credit shall be fully refundable.
- (C) Related Members. Grantee acknowledges and agrees that the City Income Tax Credit calculated under this Agreement will be reduced to the extent that reductions in the number of Aggregate Employees of both Grantee and the Related Members affect the calculation of Net Number of New Employees.

5. COVENANT AS TO OUTSTANDING LIABILITIES; INSPECTION OF RECORDS; FALSE STATEMENTS. In accordance with ORC Section 9.66, (A) Grantee affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or to a political subdivision of the State; (2) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (3) any other moneys to the State, a State agency or a political

subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a court of law or not; (B) Grantee authorizes the City and/or the State to inspect the personal financial statements of Grantee, including tax records and other similar information not ordinarily open to public inspection; and (C) Grantee authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and or other State departments in connection with the above statements. As provided by statute, a knowingly false statement under this Section may be prosecuted as a first-degree misdemeanor under ORC Section 2921.13, may render Grantee ineligible for any future economic development assistance from the State or any political subdivision of the State and will result in the City requiring Grantee's repayment of any assistance provided by the City in connection with the Project.

6. TERMINATION; REIMBURSEMENT FOR DEFAULT.

- (A) Suspension or Termination of the City Income Tax Credit. Subject to the provisions of subsections (B) and (C) below, if the City provides Grantee with written notice of an event of default under this Agreement, and such default is not cured to the City's satisfaction within thirty (30) days of such notice, the City shall suspend or terminate the City Income Tax Credit hereunder and may, in the City's sole discretion, take such other measures as may be lawful (including suing for specific performance). Except as provided in subsections (B) or (C) below, such suspension or termination shall only affect City Income Tax Credits otherwise allowable after the date of suspension or termination.
- (B) Grantee's Failure to Comply with Job Creation and Retention Obligations. If the City provides Grantee with written notice of an event of default under Section 3(C) or 3(E), and such default is not cured to the City's satisfaction within thirty (30) days of such notice, the City may, in its sole discretion, require Grantee to pay to the City all or a portion of the City Income Tax Credits previously claimed under this Agreement. For the avoidance of doubt, the City shall have the ability to exercise its rights under this Section with respect to each event of default under Section 3(C) or 3(E) (i.e. in the event that Grantee defaults under Section 3(C) or 3(E) in multiple Tax Years, the City may require Grantee to pay to the City all or a portion of the City Income Tax Credits previously claimed and not repaid under this Agreement after each event of default).
- (C) Grantee's Failure to Comply with Outstanding Liability Obligations. If the City provides Grantee with written notice of an event of default under Section 5, the City may, after giving Grantee an opportunity to explain such default, require Grantee to pay to the City all or any portion of the City Income Tax Credits previously claimed under this Agreement. For the avoidance of doubt, the City shall have the ability to exercise its rights under this Section with respect to each event of default under Section 5 (i.e. in the event that Grantee defaults under Section 5 in multiple Tax Years, the City may require Grantee to pay to the City all or a portion of the City Income Tax Credits previously claimed and not repaid under this Agreement after each event of default).
- (D) Reimbursement. Grantee hereby agrees (i) to make any payments required by the City under this Section within thirty (30) days of written demand by the City and (ii) in the event that the City refunds any Income Tax Revenue in a subsequent Tax Year for which a City Income Tax Credit was previously granted pursuant to this Agreement (the "Refund Amount"), then no later than thirty (30) days following Grantee's receipt of written notice from the City (the "City's Notice"), Grantee will either (a) pay an amount equal to the Refund Amount to the City, as detailed in the City's Notice or (b) deliver written notice to the City that Grantee will reduce its future City Income Tax Credits by the Refund Amount, such reduction to begin with the first City Income Tax Credit Grantee is eligible to receive pursuant to this Agreement following Grantee's receipt of the City's Notice. In the event that Grantee fails to make a timely election pursuant to the foregoing sentence, then the City may, in its sole and absolute discretion, reduce the amount of any future City Income Tax Credits by the Refund Amount, charge interest on the Refund Amount, terminate this Agreement, and/or take any and all other actions available to the City pursuant to this Agreement and applicable law. Amounts due and not paid when due shall bear interest at the rate specified in ORC Section 1343.03(A) (as such rate is in effect on the date of

the applicable payment demand by the City). Grantee hereby expressly waives the statute of limitations period contained in CMC Chapter 311 with respect to any such demand and payment.

- (E) No City Income Tax Credit if Grantee not in Full Compliance. Notwithstanding anything to the contrary in this Agreement, Grantee shall not be allowed a City Income Tax Credit hereunder (including any credit carried forward from prior tax years) in any Tax Year in which Grantee is not in full compliance with all requirements of this Agreement.

7. SUBMISSION OF ANNUAL REPORTS. During the Employment Retention Period, Grantee shall submit to the City an annual progress report documenting the Number of Full-Time Employee Equivalents at the Project Site, the number of Grantee's City-Wide Employees, the number of Aggregate Employees, the Net Number of New Employees, the New Income Tax Revenue, the hourly wages and any related Grantee-paid benefits claimed as part of a Minimum Qualifying Wage for each New Employee for the duration of the applicable Tax Year, the time spent working remotely through Grantee's Remote Work Tracking, and any other information that the City deems relevant to this Agreement. The report shall include computations of necessary employment information for Grantee and the Related Members for the report period, and the City may, in its discretion, require that the report be submitted in a certain format and manner (e.g., submission of a particular electronic file format, mailing a hard copy, etc.). Grantee agrees to furnish the annual progress report to the City no later than the first business day of May following each year during the Employment Retention Period. The annual report, as submitted, must be certified as accurate and signed by (A) an independent certified public accountant licensed to do business in the state of Ohio (an "ICPA"), (B) the Chief Executive Officer of Grantee and (C) the Chief Financial Officer of Grantee; provided, however, that (1) reports for any or all of the initial two Tax Years may be submitted without certification and signature of an ICPA, so long as Grantee's report for the third Tax Year includes an ICPA certification and signature for all Tax Years in which a City Income Tax Credit has been claimed without previous certification by an ICPA and (2) after the report for the third Tax Year, the ICPA certification and signature need not be provided more frequently than once every two years, so long as each ICPA certification and signature applies both to the current reported Tax Year and any previous Tax Year in which a City Income Tax Credit has been claimed without previous certification by an ICPA. If the report is approved by the City as demonstrating compliance with this Agreement, a certificate of verification from the City will be sent to Grantee and the Tax Commissioner (as defined in CMC Section 311-9-T2) within thirty (30) days after receipt of the annual report. Failure to submit an annual report within the time periods specified herein will be considered a default and may result in termination of this Agreement.

8. SMALL BUSINESS ENTERPRISE PROGRAM AND EQUAL EMPLOYMENT OPPORTUNITY PROGRAM.

- (A) Small Business Enterprise Program Policy. The policy of the City is that a fair share of contracts be awarded to Small Business Enterprises (as such term is defined in CMC Section 323-1, "SBEs"). Pursuant to CMC Section 323-7, the City's annual goal for SBE participation shall be thirty percent (30%) of the City's total dollars spent for construction (as such term is defined in CMC Section 323-1), supplies (as such term is defined in CMC Section 323-1), services (as such term is defined in CMC Section 323-1) and professional services (as such term is defined in CMC Section 323-1). Accordingly, Grantee shall use its best efforts and take affirmative steps to achieve the City's goal of voluntarily meeting thirty percent (30%) SBE participation. A list of SBEs may be obtained from the City's Department of Economic Inclusion. Grantee may refer interested firms to the City's Department of Economic Inclusion for review and possible certification as an SBE. Grantee shall comply with the provisions of CMC Chapter 323, including without limitation taking at least the following affirmative steps:
- (1) Including qualified SBEs on solicitation lists.
 - (2) Assuring that SBEs are solicited whenever they are potential sources. Grantee must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts, as applicable.

- (3) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.
 - (4) If any subcontracts are to be let, Grantee shall require the prime contractor (if different from Grantee) to take the above affirmative steps.
 - (5) Prior to the commencement of work under any subcontracts, Grantee shall provide to the City a list of such subcontractors, including information as to the dollar amount of the subcontracts and such other information as may be requested by the City. Grantee shall update the report monthly.
 - (6) Grantee shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by submitting such information as may be requested from time to time by the City.
- (B) Small Business Enterprise Program Remedies. Failure of Grantee or its contractors and subcontractors to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach SBE participation as set out in CMC Chapter 323 may be construed by the City as failure of Grantee to use its best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this Section. The provisions of CMC Section 323-99 are hereby incorporated by reference into this Agreement.
- (C) Equal Employment Opportunity Program. This Agreement is subject to and hereby incorporates the provisions of the Equal Employment Opportunity Program set forth in CMC Chapter 325 (including, without limitation, CMC Section 325-9).
- (D) Further Information. Details concerning both the SBE Program and the Equal Employment Opportunity Program can be obtained from the City's Department of Economic Inclusion, Two Centennial Plaza, 805 Central Avenue, Suite 222, Cincinnati, Ohio 45202, (513)352-3144.
9. RECORDS, ACCESS AND MAINTENANCE. Throughout the period required by CMC Section 311-81, Grantee agrees to establish and maintain such records as are necessary to document compliance with this Agreement (including but not limited to, financial reports, payroll records, documentation with respect to any Grantee-paid benefits claimed as part of a Minimum Qualifying Wage, intake and participant information and all other relevant information). For the three (3) year period following the end of the Employment Retention Period, Grantee agrees to maintain records of the amounts of City Income Tax Credits claimed and allowed. The parties further agree that records with respect to any audit disallowances, litigation or dispute between the City and Grantee shall be maintained for the time needed for the resolution of said disallowance, litigation or dispute, and that in the event of early termination of this Agreement (or if for any other reason the City shall require a review of the records related to the Project), Grantee shall, at its own cost and expense, segregate all such records related to the Project and this Agreement (or copies thereof) from its other records of operation.
10. AUDITS AND INSPECTIONS. At any time during normal business hours upon written notice and as often as the City may deem necessary, Grantee shall make available to the City and to appropriate State agencies or officials all records of Grantee and the Related Members with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment, and shall permit the City to audit, examine and make excerpts or transcripts from such records.
11. FORBEARANCE NOT A WAIVER. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the City of any of its rights hereunder.
12. COMPLIANCE WITH IMMIGRATION AND NATIONALITY ACT. In the performance of its obligations under this Agreement, Grantee agrees to comply with the provisions of the Immigration and Nationality Act codified at 8 U.S.C. §§ 1324a(a)(1)(A) and (a)(2). Any noncompliance with such provisions shall be solely determined by either the federal agencies authorized to enforce the Immigration and Nationality

Act or the U.S. Attorney General, in accordance with Executive Order 12989 of the U.S. President dated February 13, 1996, and as amended by Executive Order 13465 of the U.S. President dated June 6, 2008.

13. INDEMNIFICATION. Grantee shall indemnify, defend and save the City, its agents and employees harmless from and against any and all losses, claims, damages, liabilities, costs or expenses (including reasonable fees, disbursements, settlement costs and other charges of counsel) imposed on, incurred by or asserted against any of them in connection with any litigation, investigation, claim or proceeding commenced or threatened related to the negotiation, preparation, execution, delivery, enforcement, performance or administration of this Agreement, any other documents related to this Agreement or any undertaking or proceeding related to any of the transactions contemplated hereby or thereby or any act, omission, event or transaction related or attendant thereto, including amounts paid in settlement, court costs and the fees and expenses of counsel, except that Grantee shall not have any obligation under this Section to the extent that such losses, claims, damages, liabilities, costs or expenses do not result from an act or omission by Grantee. To the extent that the undertaking to indemnify, pay, and hold harmless set forth in this Section may be unenforceable because it violates any law or public policy, Grantee shall pay the maximum portion which it is permitted to pay under applicable law to the City in satisfaction of indemnified matters under this Section. To the extent permitted by applicable law, neither Grantee nor the City shall assert, and each of Grantee and the City hereby waives, any claim against either Grantee or the City, as applicable, on any theory of liability for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other documents related to this Agreement or any undertaking or transaction contemplated hereby. All amounts due under this Section shall be payable upon demand. The foregoing indemnity shall survive the termination of this Agreement.
14. CITY IDENTIFICATION IN MARKETING MATERIALS. Grantee shall acknowledge the financial support of the City with respect to this Agreement in all printed materials (including but not limited to informational releases, pamphlets and brochures, construction signs, project and identification signage and stationary) and any publicity (such as but not limited to materials appearing on the Internet, television, cable television, radio or in the press or any other printed media). In identifying the City as a funding source, Grantee shall use either the phrase "Funded by the City of Cincinnati" or a City of Cincinnati logotype or other form of acknowledgement that has been approved in advance in writing by the City. Grantee's obligations under this Section shall be in effect throughout the term of this Agreement.
15. CONFLICT OF INTEREST. Grantee agrees that no officer, employee or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, nor any immediate family member, close business associate or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in Grantee or in this Agreement and Grantee shall take appropriate steps to assure compliance.
16. MISCELLANEOUS.
 - (A) Relocation of Project Site Within the City. During the term of the Tax Credit, Grantee may change the location of the Project Site to another location, but only within the City of Cincinnati's corporate boundaries.
 - (B) Governing Law. This Agreement shall be governed by the laws of the State as to all matters, including but not limited to matters of validity, construction, effect and performance.
 - (C) Forum and Venue. All actions regarding this Agreement shall be brought in a court of competent subject matter jurisdiction in Hamilton County, Ohio.
 - (D) Entire Document. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other

discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

- (E) Severability. If any provisions of this Agreement are declared by final non-appealable court order to be unlawful or invalid under applicable law, then such order shall not invalidate the remainder of this Agreement not found to be unlawful or invalid and shall not create any liability to the City resulting from the unlawfulness or invalidity of such provisions. Any provision so declared to be unlawful or invalid shall, if possible, be construed in a manner which will give effect to the terms of such provision to the fullest extent possible while remaining lawful and valid.
- (F) Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned or subcontracted by Grantee without the prior express written consent of the City.
- (G) Successor in Interest. Each and all of Grantee's obligations under this Agreement shall extend to and bind not only Grantee, but its successors and assigns. Only in the case of assignment consented to by the City (as provided in subsection (F) above), Grantee's benefits hereunder shall inure to the benefit of any approved assignee.
- (H) Certification as to Non-Debarment. Grantee represents that neither it nor any of its principals is presently debarred by any federal, state, or local government agency. In completing the Project, Grantee shall not solicit bids from any contractors or subcontractors who are identified as being debarred by any federal, state, or local government agency. If Grantee or any of its principals becomes debarred by any federal, state, or local government agency during the term of this Agreement, Grantee shall be considered in default under this Agreement.
- (I) Notices. All notices, consents, demands, requests and other communications given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by mail, registered or certified, to the addresses set forth hereunder, or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

To the City:

City of Cincinnati
801 Plum Street, Room 152
Cincinnati, Ohio 45202
Attention: City Manager

with a copy to:

City of Cincinnati
Centennial Plaza Two, Suite 700
805 Central Avenue
Cincinnati, Ohio 45202
Attention: Director, Department of Community and Economic Development

To Grantee:

Prospiant, Inc.
3556 Lake Shore Road
Buffalo, NY 14219
Attention: Jeffrey Watorek, Vice President & Treasurer

If Grantee sends a notice to the City alleging that the City is in breach of this Agreement, Grantee shall simultaneously send a copy of such notice by U.S. certified mail to: City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202, Attention: City Solicitor.

- (J) Wage Enforcement. This Agreement is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any person who has an agreement with the City, or a contractor or subcontractor of that person, shall report all complaints or adverse determinations of Wage Theft and Payroll Fraud (as defined in Chapter 326 of the Cincinnati Municipal Code) against the person, contractor or subcontractors to the Department of Economic Inclusion within 30 days of notification of the complaint or adverse determination. Under the Wage Enforcement provisions, the City shall have the authority, under certain circumstances, to terminate this Agreement or reduce the incentives or subsidies to be provided under this Agreement and to seek other remedies.
 - (K) Legal Requirements. In completing and operating the Project, and in undertaking the matters contemplated by this Agreement, Grantee shall comply with all applicable statutes, ordinances, regulations, and rules of the government of the United States, State of Ohio, County of Hamilton, and City of Cincinnati.
 - (L) Counterparts and Electronic Signatures. This Agreement may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by electronic signature.
17. FEES. Grantee shall pay to the City (i) within 10 days following the Effective Date, an initial administrative fee in connection with the City's application, underwriting, processing and documentation costs equal to \$3,000.00, and (ii) concurrently with the submission of each required annual progress report under Section 7, an annual monitoring, review and administration fee of \$2,000.00.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below, the latest date of which shall be the "Effective Date."

PROSPIANT, INC.,
an Ohio corporation

By: _____

Printed Name: _____

Title: _____

Date: _____, 2025

As authorized by corporate resolution dated _____, 20__

CITY OF CINCINNATI,
an Ohio municipal corporation

By: _____

Sheryl M.M. Long, City Manager

Date: _____, 2025

Approved as to Form:

Assistant City Solicitor

Certification of Funds:

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____

Steve Webb, City Finance Director

Date: April 23, 2025

To: Mayor and Members of City Council

202500827

From: Sheryl M. M. Long, City Manager

Subject: ORDINANCE – DOTE Public Sidewalk and ROW Dedication – Dana Ave - Evanston

Attached is an ordinance captioned as follows:

ACCEPTING AND CONFIRMING the grant of a permanent easement in favor of the City of Cincinnati for a sidewalk on behalf of the pedestrian public through and across certain real property in the City of Cincinnati, Hamilton County, Ohio in accordance with the easement as recorded in Official Record 15371, Pages 1317, Hamilton County, Ohio Recorder's Office, and the dedication to public use of an approximately 0.0468 acre tract of real property as a portion of Dana Avenue, a public right-of-way, in the Evanston neighborhood of Cincinnati.

The Department of Transportation and Engineering required public right-of-way to be dedicated to the City of Cincinnati in conjunction with the development at 2117 Dana Avenue for Cincinnati Public Radio in order to meet standard widths for the public sidewalk along the Dana Avenue building frontage. In addition, a permanent easement along Realistic Avenue that benefits 2117 Dana Avenue is required for installation of a public sidewalk for the use and benefit of the pedestrian public.

The City Planning Commission approved both the Easement and Dedication Plat and the dedication of the addition portion of Dana Avenue to public use as public right-of-way at its November 1, 2024 meeting.

The City Manager, upon consultation with DOTE, recommends that Council dedicate, accept and confirm the Dedication Property as a portion of the Dana Avenue right-of-way and accept and confirm the easement for the use and benefit of the pedestrian public.

The Administration recommends passage of the attached ordinance.

Attachment A – Legal Description – Sidewalk Easement

Attachment B – Legal Description

Attachment C – Dedication Plat

Attachment D – Legal Description – Right-of-way Dedication

cc: Greg Long, Interim Director, Transportation and Engineering

ACCEPTING AND CONFIRMING the grant of a permanent easement in favor of the City of Cincinnati for a sidewalk on behalf of the pedestrian public through and across certain real property in the City of Cincinnati, Hamilton County, Ohio in accordance with the easement as recorded in Official Record 15371, Pages 1317, Hamilton County, Ohio Recorder’s Office, and the dedication to public use of an approximately 0.0468 acre tract of real property as a portion of Dana Avenue, a public right-of-way, in the Evanston neighborhood of Cincinnati.

WHEREAS, Cincinnati Public Radio, Inc., an Ohio non-profit corporation (“Grantor”), has granted and dedicated an easement in favor of the City of Cincinnati for the installation, replacement, removal, maintenance and repair of a public sidewalk through and across certain real property located in the City of Cincinnati, Hamilton County, Ohio, as more particularly depicted and described on the easement in Official Record 15371, Page 1317, Hamilton County, Ohio Recorder’s Office (the “Easement”); and

WHEREAS, Grantor desires to dedicate to public use an approximately 0.0468 acre tract of real property (the “Dedication Property”) as a portion of Dana Avenue, a public right-of-way, by a plat attached to this ordinance as Attachment C (the “Dedication Plat”).

WHEREAS, Daniel E. Fausz, a reputable attorney practicing in Hamilton County, Ohio has provided an Attorney’s Certificate of Title dated December 20, 2024, certifying that Grantor holds title to the Dedication Property in fee simple, with full power to convey, subject to certain encumbrances, including real estate taxes not yet due and payable, and that the Law Department’s Real Estate Services Division has reviewed the encumbrances and the Dedication Plat and found that Grantor has made satisfactory provision for the subordination of the encumbrances and payment of all real estate taxes and assessments; and

WHEREAS, the City’s Department of Transportation and Engineering and the City Engineer have examined and approved the Easement and the Dedication Plat as to their technical features and found them to be correct; and

WHEREAS, the City Planning Commission approved the Easement and Dedication Plat and the dedication of the additional portion of Dana Avenue to public use as public right-of-way at its meeting on November 1, 2024; and

WHEREAS, the City Manager, upon consultation with the Cincinnati Department of Transportation and Engineering, recommends that Council dedicate, accept and confirm the Dedication Property as portion of the Dana Avenue right-of way and accept and confirm the Easement for the use and benefit of the pedestrian public; now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That the City hereby accepts and confirms the easement granted by Cincinnati Public Radio, Inc., an Ohio corporation, to the City of Cincinnati for the construction, installation, reconstruction, operation, maintenance, repair, replacement, modification, and removal of a public sidewalk and related fixtures, equipment, and appurtenances through and across certain real property in the City of Cincinnati, Hamilton County, Ohio, as more particularly depicted and described on the easement as recorded in Official Record 15371, Page 1317, Hamilton County, Ohio Recorder's Office, and attached as Attachment A and incorporated herein by reference (the "Easement"). The real property encumbered by the Easement is more particularly described on Attachment B.

Section 2. That the dedication to public use of an approximately 0.0468 acre tract of real property in Evanston as a portion of the Dana Avenue public right-of-way as depicted on the plat attached to this ordinance as Attachment C (the "Dedication Plat") and incorporated herein by reference and described on the legal description attached to this ordinance as Attachment D (the "Legal Description") and incorporated by reference is hereby accepted and confirmed.

Section 3. That the proper City officials are hereby authorized to take all necessary and proper actions to carry out the terms of this ordinance, including without limitation the execution of any and all ancillary agreements, deeds, plats, or other related real estate documents as deemed necessary or appropriate by the City Manager.

Section 4. That the City Solicitor shall cause an authenticated copy of this ordinance to be recorded in the Hamilton County, Ohio Recorder's Office.

Section 5. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

ATTACHMENT A

LEGAL DESCRIPTION
SIDEWALK EASEMENT – 2117 DANA AVE
0.0411 TOTAL ACRES

SITUATED IN SECTION 33, TOWN 4, FRACTIONAL RANGE 2, COLUMBIA TOWNSHIP, IN THE CITY OF CINCINNATI, HAMILTON COUNTY, OHIO AND BEING PART OF THE LAND AS CONVEYED TO CINCINNATI PUBLIC RADIO, INC. IN OFFICIAL RECORD 14707, PAGE 2697 AS RECORDED AT THE HAMILTON COUNTY RECORDER'S OFFICE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EXISTING SOUTH RIGHT-OF-WAY LINE OF DANA AVENUE (ORIGINAL 60' R/W) WITH THE EXISTING WEST RIGHT-OF-WAY LINE OF REALISTIC AVENUE (50' R/W), SAID POINT ALSO BEING THE FORMER NORTHEAST CORNER OF LOT 34 OF LANGDALE SUBDIVISION (PLAT BOOK 11, PAGE 52) AND REFERENCED BY SET MAG NAIL AND THE TRUE POINT OF BEGINNING;

THENCE FROM THE TRUE POINT OF BEGINNING, AND WITH THE EXISTING WEST RIGHT-OF-WAY LINE OF REALISTIC AVENUE, SOUTH 04°23'34" WEST, 178.88 FEET;

THENCE LEAVING THE EXISTING WEST RIGHT-OF-WAY LINE OF REALISTIC AVENUE, AND WITH NEW EASEMENT LINES, THE FOLLOWING 2 CALLS:

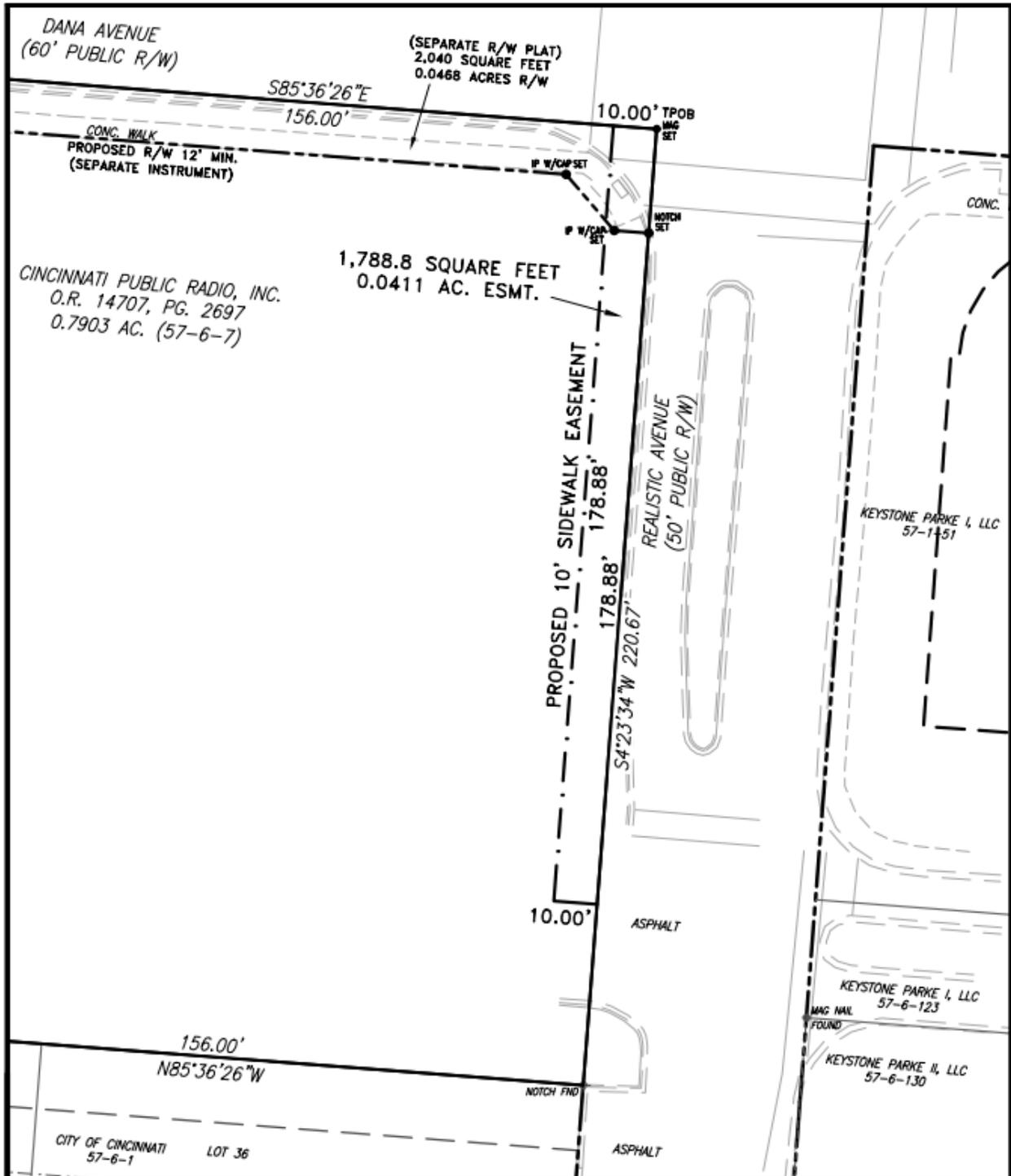
1. NORTH 85°36'26" WEST, 10.00 FEET;
2. NORTH 04°23'34" EAST, 178.88 FEET TO A POINT ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF DANA AVENUE;

THENCE WITH THE EXISTING SOUTH RIGHT-OF-WAY LINE OF DANA AVENUE, SOUTH 85°36'26" EAST, 10.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.0411 ACRES OF LAND. THE BASIS OF BEARINGS IS O.D.O.T. RIGHT-OF-WAY PLANS FOR HAM-71-4.58, SHEET 50 OF 61. THE SURVEY AND LEGAL DESCRIPTION WAS PREPARED BY MYSELF OR UNDER MY DIRECT SUPERVISION.

J. BRYANT ABT, OH PS #8593
937-558-6671, ABT@BALANDPROS.COM
6868 SR-133, BLANCHESTER, OH 45107
BA LAND PROFESSIONALS, LLC
FOR: INFRASTRUCTURE & DEVELOPMENT ENGINEERING, INC.





Project Manager
T. FOSTER
 Drawn By
T. FOSTER
 Scale
1"=30'
 DATE
10/30/23
 Project No.
23017-31

PROPOSED 10'
SIDEWALK EASEMENT
 2117 DANA AVENUE
 CINCINNATI, HAMILTON CO., OHIO



INFRASTRUCTURE
DEVELOPMENT
ENGINEERING

CINCINNATI OFFICE
 8899 BROOKSIDE AVE.
 SUITE 202-A
 WEST CHESTER, OH 45069
 Tele: (513) 671-8144

ATTACHMENT B

Situated in Section 33, Town 4, Fractional Range 2, Columbia Township, in the City of Cincinnati, Hamilton County, Ohio and being all of the land as conveyed to Keystone Parke I, LLC, in Official Record 10783, Page 1600, and Official Record 10783, Page 1602 as recorded at the Hamilton County Recorder's Office and being more particularly described as follows:

Begin at the intersection of the existing South right-of-way line of Dana Avenue (Original 60' R/W) with the existing West right-of-way line of Realistic Avenue (50' R/W), said point also being the former Northeast corner of Lot 34 of Langdale Subdivision (Plat Book 11, Page 52) and referenced by a found 5/8" iron pin (S 0.71', E 0.97") and the TRUE POINT OF BEGINNING;

thence from the TRUE POINT OF BEGINNING, and with the existing West right-of-way line of Realistic Avenue, South 04°23'34" West, 220.67 feet to a set iron pin;

thence leaving the existing West right-of-way line of Realistic Avenue, and with the South line a 0.447 acre tract (O.R. 10783, Pg. 1602), North 85°36'26" West, 156.00 feet to a set iron pin;

thence with the West line of said 0.447 acre tract (Keystone Parke I, LLC), North 04°23'34" East, 220.67 feet to a set iron pin on the existing South right-of-way line of Dana Avenue;

thence with the existing South right-of-way line of Dana Avenue, South 85°36'26" East, 156.00 feet to the TRUE POINT OF BEGINNING.

Containing 0.7903 acres of land, more or less. The basis of bearings is O.D.O.T. right-of-way plans for HAM-71-4.58, Sheet 50 of 61.

PPN: 057-0006-0007-00 ST
Property Address: 2117 Dana Avenue, Cincinnati, OH

ATTACHMENT D

LEGAL DESCRIPTION

RIGHT-OF-WAY DEDICATION – 2117 DANA AVE
0.0468 TOTAL ACRES

SITUATED IN SECTION 33, TOWN 4, FRACTIONAL RANGE 2, COLUMBIA TOWNSHIP, IN THE CITY OF CINCINNATI, HAMILTON COUNTY, OHIO AND BEING PART OF THE LAND AS CONVEYED TO CINCINNATI PUBLIC RADIO, INC. IN OFFICIAL RECORD 14707, PAGE 2697 AS RECORDED AT THE HAMILTON COUNTY RECORDER'S OFFICE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EXISTING SOUTH RIGHT-OF-WAY LINE OF DANA AVENUE (ORIGINAL 60' R/W) WITH THE EXISTING WEST RIGHT-OF-WAY LINE OF REALISTIC AVENUE (50' R/W), SAID POINT ALSO BEING THE FORMER NORTHEAST CORNER OF LOT 34 OF LANGDALE SUBDIVISION (PLAT BOOK 11, PAGE 52) AND REFERENCED BY SET MAG NAIL AND THE TRUE POINT OF BEGINNING;

THENCE FROM THE TRUE POINT OF BEGINNING, AND WITH THE EXISTING WEST RIGHT-OF-WAY LINE OF REALISTIC AVENUE, SOUTH 04°23'34" WEST, 24.00 FEET TO A SET NOTCH;

THENCE LEAVING THE EXISTING WEST RIGHT-OF-WAY LINE OF REALISTIC AVENUE, AND WITH NEW DIVISION LINES, THE FOLLOWING 3 CALLS:

1. NORTH 85°36'26" WEST, 8.00 FEET TO A SET IRON PIN;
2. NORTH 40°36'26" WEST, 16.97 FEET TO A SET IRON PIN;
3. NORTH 85°36'26" WEST, 136.00 FEET TO A SET NOTCH ON THE WEST LINE OF SUBJECT TRACT;

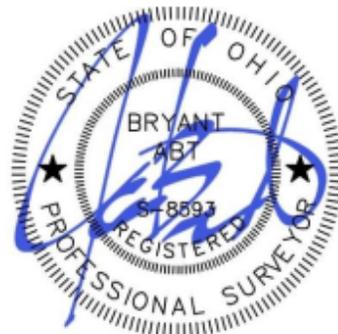
THENCE WITH THE EXISTING WEST LINE OF SUBJECT TRACT, NORTH 04°23'34" EAST, 12.00 FEET TO A SET MAG NAIL ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF DANA AVENUE;

THENCE WITH THE EXISTING SOUTH RIGHT-OF-WAY LINE OF DANA AVENUE, SOUTH 85°36'26" EAST, 156.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.0468 ACRES OF LAND AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD. THE BASIS OF BEARINGS IS O.D.O.T. RIGHT-OF-WAY PLANS FOR HAM-71-4.58, SHEET 50 OF 61.

ALL SET PINS ARE 5/8"X30" WITH YELLOW CAPS STAMPED "ABT 8593" UNLESS NOTED OTHERWISE. THE SURVEY AND LEGAL DESCRIPTION WAS PREPARED BY MYSELF OR UNDER MY DIRECT SUPERVISION.

J. BRYANT ABT
OH PS #8593
937-558-6671
6868 SR-133, BLANCHESTER, OH 45107
BA LAND PROFESSIONALS, LLC
ABT@BALANDPROS.COM
FOR: INFRASTRUCTURE & DEVELOPMENT ENGINEERING, INC.



April 16, 2025

To: Mayor and Members of City Council

202500743

From: Sheryl M.M. Long, City Manager

Subject: **Hate Crime Incident Procedures**

REFERENCE DOCUMENT #202402433

The Council at its session on December 11, 2024 referred the following item for review and report.

MOTION, submitted by Councilmember Albi, WE MOVE that the City Administration provide a report within ninety (90) days on the feasibility of creating a holistic strategy to combat hate crime and incidents.

REFERENCE DOCUMENT #202500166

The Council at its session on February 5, 2025 referred the following item for review and report.

MOTION, submitted by Vice Mayor Kearney, WE MOVE that the Administration provide a report within sixty (60) days including but not limited to information on what resources and mechanisms are in place for the public to report and address hate crimes, the existence of a hate crimes hotline, availability to the public of collected data, follow-up procedures, and policy for reporting data on hate crimes to City Council.

REFERENCE DOCUMENT # 202500171

The Council at its session on February 5, 2025 referred the following item for review and report.

MOTION, submitted by Vice Mayor Kearney, WE MOVE that the administration provide a report within ninety (90) days on ways that the City currently is supporting our immigrant communities.

INTRODUCTION

This report is submitted in response to motions from City Council requesting information and recommendations regarding the City's response to hate crimes and incidents. The motions call for both an assessment of current procedures (Motion #202500166) and the feasibility of expanding the City's strategy through new mechanisms, such as a public portal, increased investigative capacity, and Council communications protocol (Motion #202402433). In addition, a portion of a third motion (Motion #202500171) asks about the feasibility of creating information on the City's website regarding the process to report and address hate crimes. This consolidated report addresses the overlapping topics from these motions.

Existing Procedures for Reporting and Addressing Hate Crimes

The Cincinnati Police Department (CPD) currently operates under Procedure 12.417, which outlines the response to hate crimes involving racial, religious, ethnic/national origin, or sexual orientation bias. At a high-level, hate crime is defined as a criminal act motivated by bias against protected classes. CPD investigates such crimes under both the Ohio Revised Code and the Cincinnati Municipal Code.

Currently, hate crimes are typically reported via telephone through the Emergency Communications Center (ECC)'s 311 and 911 lines for investigation by a police officer. CPD encourages anyone with knowledge of a hate crime to report through ECC, by calling the front desk of any police district, or by speaking to an officer patrolling the community directly.

Officers are trained to provide victim assistance, secure crime scenes, conduct initial investigations, and notify supervisors and partner agencies, such as the Office of Human Relations (OHR), formerly known as the Cincinnati Human Relations Commission (CHRC), if applicable. OHR's role is to act as a liaison with victims and advocacy groups and may respond to the scene upon request.

CPD's district-level Neighborhood Liaison Unit (NLU) officers continuously attend community meetings and will discuss hate crime offenses taking place in the neighborhoods or topics pertaining to hate crimes.

Offenses which require a National Incident Based Reporting System (NIBRS) offense report are marked as biased for a potential hate crime if the preliminary investigation determines the offense may be a hate crime. When tasked, the Police Intelligence Unit follows up on hate crime offenses and will relay pertinent information to the chain of command. Any potential hate crime will be addressed and investigated according to Procedure 12.417, which is available to view via [CPD's public-facing online Procedure Manual](#). CPD is in the process of reviewing Procedure 12.417, for possible revisions to conform to current practices.

Greater Cincinnati Fusion Center

The [Greater Cincinnati Fusion Center \(GCFC\)](#), which is staffed and led by CPD but serves as a regional cooperative, accepts tips about suspicious activity through an online portal and a telephone hotline. GCFC is part of a national network of Fusion Centers that serve as focal points in states and major urban areas for the receipt, analysis, gathering and sharing of threat-related information between State, Local, Tribal and Territorial (SLTT), federal and private sector partners. GCFC's reporting portal and tip line are not geared toward hate crimes specifically, but this is one avenue in which intelligence regarding these types of incidents may be reported, gathered, and disseminated to appropriate agencies.

Data Transparency

Data on hate crimes is collected, but there is no central public-facing repository for hate crime statistics.

Within police record-keeping systems, offenses that are potentially bias-related are noted as such on the offense report. This could be leveraged to create a data dashboard on [CincyInsights](#), the City of Cincinnati's official visual open data portal. Based on an initial review of available data, it could be feasible to create a dashboard allowing the public to review hate crime offense data in various ways, such as time trends, types of offenses, or geographic distribution.

CPD will collaborate with the Office of Performance & Data Analytics (OPDA) to ensure statistics for bias marked offenses, which have been investigated and substantiated, are available through CincyInsights. Following collection and analysis of data for one year, CPD will provide a report to City Council on data trends and any associated findings. CPD's Intelligence Unit, in conjunction with the district of occurrence of a potential hate crime, will follow up on any hate crime offense or incident, and notify the Greater Cincinnati Fusion Center (GCFC) and the Hamilton County Sheriff's Office. The GCFC would then create an Intelligence Unit Investigative Summary of the offense or incident. CPD's Public Relations Unit is responsible for providing factual information to the media.

Feasibility of a Public Reporting Portal and 311 Integration

Reports of hate crimes are accepted by telephone at the Emergency Communications Center (ECC), through 911 and 311, because these are the current mechanisms to generate an immediate response. This is especially necessary when someone may be injured, there is a need to provide safety instructions, or there is a chance of apprehending the offender.

The 311Cincy self-service portals are used to accept requests for services that vary in urgency and are routed directly to departments, bypassing ECC. The bandwidth of staff, within departments, to review these requests as soon as they are received is limited. While a dedicated online portal for bias incident reporting could improve

accessibility for non-emergency situations, its implementation would need to account for limitations in staff capacity. Staff training, public education, and new protocols would be necessary, along with clear guidance to the public about appropriate use of such a portal versus 911 and 311 phone lines.

The 311 system is limited to the City of Cincinnati's boundaries and services. This limitation presents a challenge, as the impact of hate-related crimes will transcend municipal boundaries. A regional approach may be more effective in capturing reports that reflect the full extent of these incidents. One such model is Los Angeles County's use of its 211 system to collect reports of hate incidents across the region. Through its [LA vs Hate](#) initiative, the 211 LA system enables individuals across a large geographic area to report hate incidents, offering a unified and accessible reporting mechanism beyond individual city limits.

The LA vs Hate program emphasizes that it is not affiliated with law enforcement, and that reporting parties should contact their local police department if they wish to file a police report. The system promises confidentiality and commits that it will not share information reported with law enforcement. This is likely possible as it is operated by a non-governmental organization. The City's 311 system, upon receipt of information indicating that a crime has occurred, has a duty to notify law enforcement. In addition, the City is limited in what confidentiality it may provide based on Ohio's public record laws.

Investigative Resources

To best utilize CPD's personnel resources, CPD's Intelligence Unit investigates and follows up on these and other types of incidents. The frequency of reporting, at this time, does not warrant dedicated investigators.

City Council Communication Protocol

A protocol for notifying City Council Members is in place. The City Manager has the ability to issue an emergency alert to the Mayor and City Council Members using the CincyAlert system, which is part of the administration's existing emergency incident communication plans. This would be the mechanism used in the event of a serious hate crime to keep elected officials informed.

CONCLUSION

The City of Cincinnati has foundational procedures in place to respond to hate crimes, as detailed in CPD Procedure 12.417. However, CPD is reviewing this procedure for any needed updates, and will work with OPDA to explore the feasibility of new or enhanced public-facing data dashboards. Following collection and analysis of data for one year, CPD will provide a report to City Council.

Self-service reporting could be valuable from an accessibility perspective, but a regional and/or non-governmental approach may be more effective than a City 311 approach. If such a system were established, it would be in addition to existing police-based reporting mechanisms. In the future, if an external or regional entity established a system similar the program in LA, the City's website and 311 platforms could link to such a system in addition to emphasizing the need to utilize existing police reporting.

cc: John S. Brazina, Interim Assistant City Manager
Chief Teresa Theetge, Cincinnati Police Department
Bill Vedra, Director of Emergency Communication Center